UNIVERSITY OF PENNSYLVANIA

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# INDUSTRIAL ARBITRATION IN THE BOOK AND JOB PRINTING INDUSTRY OF NEW YORK CITY

JAMES F. BOGARDUS

A THESIS

PRESENTED TO THE FACULTY OF THE GRADUATE SCHOOL IN PARTIAL FULFILLMENT OF THE REQUIREMENTS FOR THE DEGREE OF DOCTOR OF PHILOSOPHY

PHILADELPHIA

1934

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# PREFACE

Frequent and costly labor disturbances have given added impetus to the search for some successful agency or agencies for the preservation of industrial peace. One of the methods most widely advocated has been the settlement of disputes between employers and employees by a disinterested, impartial party whose decision the conflicting groups have previously agreed to accept. This method of settlement is known as industrial arbitration.

In order to determine something of the possibilities and limitations of this agency it was thought desirable to make a careful study of its operation in some representative industry. By so doing pertinent data might be collected concerning methods and principles, results could be considered and special attention could be given to those underlying factors which influence the results accomplished.

With these objects in mind the Book and Job Printing Industry was selected because it seemed fairly representative of a group of moderate sized industries and because it had had considerable experience with industrial arbitration. The study was limited to New York City because within that area were to be found all the different types of establishments and organizations in operation throughout the country, because the data for such a study were there available, and because it was felt that an intensive study of a limited area would be of more value than a more sketchy survey of a wider field.

The subject is discussed in three sections. First, the industry is considered with emphasis upon the characteristics which might affect arbitration and with the types of organizations, among both employers and employees. This section furnishes the background for a discussion of the experiments with arbitration and indicates some of the factors which limit its operation.

The second section deals with the actual experiences with arbitration, pointing out its historical development, methods and machinery used, and the various bases of settlement considered by the arbitrators.

The third division takes up the more important results accomplished and concludes by considering the various factors which have influenced the operation of arbitration, indicating, where possible, their importance and contributions.

It is hoped that this study will be of value to those who are considering the use of arbitration and to those who are interested in the various means of preserving industrial peace. While it must at once be recognized that conditions vary so widely between industries and even between localities in the same industry that the success or failure of such a plan in any one of these does not in itself guarantee its success or failure in others, yet if one experiment be carefully analyzed and the conditions influencing the operation of that experiment be brought to light, then the presence or absence of these same conditions in other industries or in other localities may be expected to give some indication of the possible value of arbitration there. With the above hope in mind the effort will be to point out the possibilities and limitations of arbitration rather than attempt to prove its success or failure in the industry under consideration.

The writer is deeply indebted to Mr. F. A. Silcox, Secretary of the Printers League and Director of Industrial Relations of the New York Employing Printers Association, Inc., for having made this work possible by making available his own wide fund of knowledge and the many records kept by his office. He also gratefully acknowledges the assistance of Miss Leona M. Powell and the other members of Mr. Silcox's staff. Mr. G. J. Anderson, who formerly held the position now held by Mr. Silcox, was extremely helpful in placing at the author's disposal an intimate knowledge of the industrial relations in the industry during and immediately following the World War. Miss Anne Bezanson, Associate Director of Industrial Research at the Wharton School of the University of Pennsylvania, and Mr. Waldo E. Fisher, Assistant Professor of Industry at the same School, rendered great aid in the preparation of the work by their many suggestions and helpful criticisms. The writer also wishes to express his appreciation for the aid of many of the local union leaders, individual employers and arbitrators in giving to him their records and opinions of the events under consideration. These several individuals not only made this study possible but by their courtesy and kindness made it a real pleasure.

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# CHAPTER I

## The Characteristics of the Book and Job Printing Industry

The printing industry presents a particularly fertile field for the study of industrial relations. Among the many reasons for this are, its ancient and fine traditions, the character of the men engaged in it, and the early and continued importance of its organizations both of employers and employees. It is an industry which had its birth and development in the scholarly atmosphere of religion and the classics. Men of education and refinement, who regarded their work as a product of art requiring the highest quality of craftsmanship and learning, were attracted to it. Many of these early traditions have been preserved and continue to exert an important influence.*

Printing was originally regarded as a single industry, each shop carrying on all the various types of activities. As time passed, however, specialization developed and today there are three generally recognized divisions in the industry, namely, book and job printing and publishing, music printing and publishing, and newspaper printing and publishing, the first and last of which are by far the largest as the following table indicates.

TABLE I

The Importance of the Book and Job Branch in Relation to the Entire Printing Industry†

| | No. of Establishments | Average No. of Wage-earners | Wages | Value of Products |
|---|---|---|---|---|
| Printing and publishing book and job | 13,089 | 123,005 | $141,476,243 | $ 597,663,228 |
| Printing and publishing music | 160 | 899 | 926,988 | 14,592,177 |
| Printing and publishing newspaper & periodical | 17,362 | 120,381 | 144,348,173 | 924,152,878 |
| Total | 30,611 | 244,285 | $286,751,404 | $1,536,408,283 |
| Percentage book and job is of total | 42.7% | 54.8% | 49.3% | 38.9% |

*F. A. Silcox—"Standardization and Cooperation in the Printing Industry"—p. 3.

†U. S. Census—1920—"Fourteenth Census, Manufactures"—Vol. X p. 567—Table 2.

Note:—The Census includes periodicals with newspapers rather than with book and job.

These three branches deal with the same international labor unions but the employers' organizations are separate. The American Newspaper Publishers Association is the national body representing the employers throughout the newspaper industry, while in the book and job branch are to be found the United Typothetae of America and the Printers League of America. The conditions existing within these various fields are so distinctly different that comparisons are of little value and it has therefore seemed wise to confine this study to one of these, namely, the book and job branch. This might further be divided into open and closed shop divisions. As the members of the open shop group have no relations with the unions and consequently little true development of collective bargaining or arbitration, that division lies outside of the range of this study.

A book and job printing office may be defined as, "an office which does printing for the public or for an individual firm or company, or one that operates a printing plant for the production of its own or others' weekly, semi-weekly, tri-weekly or monthly publications, whatever the equipment of the foregoing may be, or whatever hours of the day they may be operated."* It should be noted that this includes magazine houses, houses specializing in book and job work and houses combining all of these. The bargaining power of these various types varies in their dealings with the unions and, as will be seen later, this exercises an important influence on the bargaining power of the Printers League.

Book and job printing is a medium-sized industry. It does not approach in size some of our larger businesses but it surpasses many smaller lines of activity. The following table taken from the Fourteenth Census lists a group of representative industries and shows something of the relative importance of the industry under consideration.

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*Contract for Book and Job Offices Between Printers' League Section, New York Employing Printers Association, Inc. and Typographical Union No. 6.—October, 1924.

## TABLE II

### Comparative Summary of Industries—1919*

| Industry | Number of Establishments | Number of Employees | Value of Products | Value Added by Manufacturing |
|---|---|---|---|---|
| Iron and Steel | | | | |
| Rolling Mills | 500 | 375,088 | $2,828,902,000 | $1,148,326,000 |
| Cotton Goods | 1,288 | 430,966 | 2,125,272,000 | 847,486,000 |
| Women's Clothing | 7,711 | 165,649 | 1,208,543,000 | 528,136,000 |
| Men's Clothing | 5,258 | 175,270 | 1,162,986,000 | 557,234,000 |
| Boots and Shoes | 1,449 | 211,049 | 1,155,041,000 | 439,772,000 |
| Rubber Tires | 437 | 119,848 | 987,088,000 | 461,402,000 |
| Book and Job Printing | 13,089 | 123,005 | 597,663,288 | 386,596,054 |
| Chemicals | 598 | 55,586 | 438,659,000 | 222,358,000 |
| Glass | 371 | 77,520 | 261,884,000 | 171,104,000 |

An addidional idea of its size may be gathered from the following table which gives in more detail the importance of the various items which go to make up the industry.

## TABLE III

### Book and Job Printing Industry—1919†

| | |
|---|---|
| Number of establishments | 13,089 |
| Persons engaged | 171,199 |
| Proprietors—firm members | 12,185 |
| Salaried employees | 36,009 |
| Wage earners | 123,005 |
| Primary horsepower | 131,961 |
| Capital | $405,554,984 |
| Salaries and wages | 207,196,883 |
| Salaries | 65,720,640 |
| Wages | 141,476,243 |
| Paid for contract work | 32,243,303 |
| Rent and taxes | 19,853,046 |
| Cost of materials | 211,067,174 |
| Value of product | 597,663,228 |
| Value added by manufacturers | 386,596,054 |

The book and job industry is primarily one of small units. In

*U. S. Census—1920—"Fourteenth Census, Manufactures"—Vol. X.

†U. S. Census—1920—"Fourteenth Census, Manufactures"—Vol. X—p. 567—Table 2.

speaking of printing in general, Mr. F. A. Silcox, Secretary of the Printers League, says: "The printing industry is predominately one of the small units. Of the 33,000 productive units in the industry, ninety-seven per cent employ fifty employees or less per unit. Twenty-five per cent of all units are one man shops. Only a small fraction of one per cent of all printing plants employ over one thousand workers and only two and one-half per cent of all employees of the industry are in these plants. Composed as it is of small units widely distributed, the industry is for the most part decentralized and has as a result developed a large degree of local autonomy.* This fact is also well illustrated by the following two tables which apply only to the book and job branch of the industry.

## TABLE IV

### Size of Establishments in the Book and Job Printing Industry By the Number of Wage Earners—1919†

| Total Establishments | Wage Earners | Number of establishments employing | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| | | No Wage Earners | 1-5 | 6-20 | 21-50 | 51-100 | 101-500 | 501-1000 | over 1000 |
| 13,089 | 123.005 | 3,226 | 6,157 | 2,479 | 822 | 236 | 154 | 9 | 2 |

## TABLE V

### Size of Establishments in the Book and Job Printing Industry By Value of Product—1919‡

| Value of Product | Number of Establishments |
|---|---|
| Less than $5000 | 4,216 |
| $5000 to $20,000 | 4,542 |
| $20,000 to $100,000 | 3,127 |
| $100,000 to $500,000 | 1,013 |
| $500,000 to $1,000,000 | 138 |
| $1,000,000 and over | 53 |
| Total | 13,089 |

Although the industry under consideration is of a considerable

*F. A. Silcox—"Standardization and Cooperation in the Printing Industry"—p. 5.

†U. S. Census—1920—"Fourteenth Census, Manufactures"—Vol. X—p. 571—Table 7.

‡U. S. Census—1920—"Fourteenth Census, Manufactures"—Vol. X—p. 572—Table 8.

relative importance it is not one which can be said to be especially endowed with a public interest. Its stoppage would be inconvenient but its continuous operation is not essential to the public well-being. Consequently there has been no government interference and employers and employees have been left to themselves to work out the solutions to their own problems.

Another characteristic of the industry is that printers are probably subject to less seasonal variation in employment than any other group of skilled workers with the possible exception of some of those engaged in transportation. The Industrial Education Survey of New York, made in 1918, states that in the book and job shops the minimum number employed during the year is ninety per cent of the maximum. Thus printing shows but slight seasonal variations, ranging from three to twelve per cent with an approximate average of six per cent. The following table, giving the number of wage earners by months for the country as a whole for 1919, bears out this statement.

TABLE VI

Wage Earners in the Book and Job Printing Industry By Months for the United States—1919*

| Month | Males | Females | Total |
|---|---|---|---|
| January | 88,486 | 30,637 | 119,127 |
| February | 88,916 | 31,077 | 119,993 |
| March | 89,080 | 31,214 | 120,294 |
| April | 89,518 | 30,748 | 120,266 |
| May | 90,069 | 30,446 | 120,515 |
| June | 91.107 | 30,704 | 121,811 |
| July | 92,198 | 31,032 | 123,230 |
| August | 93,725 | 31,359 | 125,111 |
| September | 94,623 | 31,847 | 126,470 |
| October | 89,436 | 31,564 | 121,000 |
| November | 91,866 | 32,646 | 124,512 |
| December | 99,483 | 34,258 | 133.741 |
| Percentage minimum of maximum | 88.9% | 88.9% | 89.1% |

There are in the printing industry, as in all industries, various items which go to make up the manufacturers' costs, such as labor,

*U. S. Census—1920—"Fourteenth Census, Manufactures"—Vol. X—p. 568—Table 5.

raw materials, power, transportation and taxes. Of these, raw materials is the most important and labor costs amount to only 32.37% of the total cost of the marketed product.* This, while still making the fixing of wage rates important, permits increases in such rates without necessarily having corresponding increases in the cost of the product, savings being possible in other items, thus tending to strengthen the bargaining power of the unions.

The high type of skilled workmen who constitute the major portion of the membership of the unions have also aided in strengthening their bargaining power. The traditions and high standards of craftsmanship maintained have tended to attract to the printing trades a superior type of workmen. Education, mechanical skill and a long and thorough apprenticeship are the prerequisites for admission to most of the trades. The industry is today composed largely of English-speaking workers, most of whom are of native-born parentage, although among the Bookbinders are to be found many who, though native-born, are of foreign-born parentage. According to the last Census the printing trades rank next to professions in the percentage of native-born workers.†

The introduction of labor saving machinery has seldom weakened the strength of the unions. The most important innovation from the point of labor was the introduction of the lineotype machine in the composing rooms in the eighteen-nineties. The Typographical Union adapted itself to the introduction of this machine and kept control by so restricting it that apprentices could not operate it on live matter except during the last six months of their apprenticeship period. The Union thus met the problem without serious inconvenience and without suffering a decrease in its bargaining strength. The Bookbinders, who form the weakest group in the printing trades, have suffered at times from the introduction of labor saving machinery. The first decade of the present century saw the introduction of such machines while the period from 1921 to the present witnessed the introduction of others. The

*Composite Ratios of Printing Costs—Analysis of 1922 Composite Statement—Prepared by Accounting Bureau, Department of Research, United Typothetae of America.

†F. A. Silcox—Standardization and Cooperation in the Printing Industry—p. 3.

effect of these machines upon union strength is a matter of dispute among the various elements of the industry but the slight increase in union membership from 1903 to 1912 and the rapid decline in membership from 1921 to the present would seem to indicate that they had exercised some influence.* The Introduction of machinery did not affect the other unions and in general the demand for skill has grown continually.

The employers have never succeeded in breaking up the skilled trades into a number of semi-skilled divisions. This is made impossible by the large number of small shops in which each compositor must of necessity be familiar with all the operations of the composing room and each pressman familiar with all those of the press room. As the acquiring of such skill requires a long apprenticeship, varying from five to eight years for the pressmen and compositors, it is impossible to replace these workmen by hastily trained substitutes. This naturally results in strengthening the hands of these unions. The Bookbinders' trades have been broken up to a much greater extent than any of the others and their unions consequently weakened.

A situation which is of importance from the point of view of industrial relations throughout the industry is that many present employers were formerly union members and still retain and are proud of their withdrawal cards from these organizations. The officers of the Printers League maintain that such employers retain a sympathetic understanding of the union point of view which aids greatly in bringing about a better feeling and closer relationship between the two groups. On the other hand, many of the union leaders contend that such employers are the most "hard boiled" and difficult to deal with of the entire group. Evidence, however, seems to indicate that these employers do exercise a restraining influence over the others and aid materially in bringing about a better understanding of the union point of view.

The existence of such a large number of small shops creates another situation of importance in that it permits the personal contact between employer and workman to be retained. This pro-

*Leo Wolman—The Growth of American Trade Unions 1880-1923.—p. 116.

motes better understanding and is a distinct aid in forwarding a spirit of conciliation.

The large degree of local autonomy within the industry is a factor which it seems well to emphasize. The degree of control exercised by the national and international bodies is not great. Union and employers' policies are largely local and the local bodies go far in determining their own plans and actions. This makes the situation within the national field of far less importance than that existing within the local producing areas in determining the attitude of the two groups.

These characteristics, which apply to the industry as a whole, are of great importance within the New York area and they have all had some influence upon industrial relations and consequently upon arbitration within that district.

# CHAPTER II

## The National and International Organizations of Employers and Employees

Almost from its inception the printing industry has been organized in some form. The printers trade unions are among the oldest in the country and some are able to trace an almost unbroken history from about 1810. The leadership of these organizations has been, as a rule, of high quality and they have produced many men distinguished in public life. All normal trade union activities have been carried on, including many benefit features.*

There are at present five international unions represented in the printing industry. These are, the International Typographical Union, the International Printing Pressman's and Assistants' Union, the International Brotherhood of Bookbinders, the International Union of Photo-Engravers, and the International Stereotypers' and Electrotypers' Union. All of these crafts were originally combined in the International Typographical Union which was organized in Cincinnati in 1852. The Pressmen were the first to break away, their organization being formally recognized in 1889. In 1892 the Bookbinders also separated from the parent body. The Photo-Engravers in 1900 and the Stereotypers and Electrotypers in 1902 followed the example of the Pressmen and Bookbinders.

In spite of this splitting up there is a considerable degree of solidarity among the printing trades. Intercraft organizations have sprung up both locally and nationally. The International Allied Printing Trades Council is a combination of the international unions and local printing trades councils exist in each city or district.

Employers organizations were somewhat later in coming into existence than were the unions. Small local societies of master printers existed throughout the first half of the last century. The first permanent body was, however, formed in New York in 1862 and was given the name of the "Typothetae," from the Greek word meaning type-placers or type-setters. Many similar bodies grew

*C. R. Walker, Jr.—"A National Council for the Printing Trades"—Monthly Labor Review—Jan. 1921—p. 26.

up in other centers and in 1887 they combined to form the United Typothetae of America.

The United Typothetae eventually became involved in labor controversies and as a result a new body, known as the "Ben Franklin Clubs of America," which was first organized in Chicago in 1907 and became national in 1912, developed for the purpose of dealing with matters other than labor relations. In 1913 these two bodies were merged under the joint name of "The United Typothetae of America and the Ben Franklin Clubs of America." In 1917 the name was shortened to the "United Typothetae of America." This organization, commonly known as the "U. T. A.," has some 5000 members in the United States and Canada and is estimated to represent about 80% of the production of the book and job printing industry of those two countries; the remaining 20% being made up largely of the smaller and less important shops. The "U. T. A." adopted the policy of avoiding all controversial labor questions. This led to the creation of two divisions within that body, completely autonomous in themselves, to deal with questions of labor policy. These were known as the "Open Shop Division" and the "Closed Shop Division." In 1922 these two ceased to function as divisions of the United Typothetae and the Closed Shop Division merged with the Printers League of America while the Open Shop Division became known as "The Open Shop Printers of America." This separation was only formal as in reality the closest relations exist and the leaders of the "U. T. A." and the two other bodies are largely the same.

A break between the United Typothetae of America and the unions in 1906 led to the formation of a new body under the leadership of Mr. Charles Francis. This organization was given the name of "The Printers League of America" and included those employers who wished to deal collectively with the unions. The League was originally formed in New York City but an effort was early made to establish locals in other centers. At a meeting held in Washington in October, 1923, the League was reorganized "with the object of including, as far as possible, all local organizations of employers in the United States and Canada which collectively negotiate with local printing unions and was authorized by a large group of

printers, who operate under union conditions in any one of their mechanical departments, to act as the international organization to represent them in dealing with the internationally organized printing trades."* The Printers League of America has, however, spread but slightly and today it is little more than the medium through which its New York members deal with the international unions and secure representation on the International Joint Conference Council. Within New York City it remains of great importance and has done much to promote collective dealings, conciliation, arbitration and the study of various problems affecting labor policy.

The remaining organizations of employers are the International Association of Employing Electrotypers and the American Association of Photo-Engravers. The bodies deal with the International Stereotypers and Electrotypers Union and the International Photo-Engravers' Union. They are not included in either the "U. T. A." or the Printers League and form what is really a distinct branch of the industry.

One of the most interesting developments during the past few years has been the founding and growth of the "International Joint Conference Council." This is a joint body composed of the representatives of the national employers organizations and the international unions. The Council was organized at a meeting held in Cincinnati, March 10, 1919, at which both the unions and the union-employing printers were represented. A constitution was drawn up and presented at a meeting held in Chicago on April 31, 1919, where it was unanimously adopted with the understanding that it was to be submitted to the following bodies for ratification:

| Employers | Employees |
|---|---|
| Closed Shop Branch of the United Typothetae of America. | International Typographical Union. |
| Printers League of America. | International Printing Pressmen's and Assistants' Union. |
| International Association of Employing Electrotypers. | International Brotherhood of Bookbinders. |
| American Association of Photo-Engravers. | International Stereotypers and Electrotypers Union. |
| | International Union of Photo-Engravers. |

*Printers League of America—Historical Sketch and Constitution—p. 6.

The constitution was ratified by all these bodies except the International Union of Photo-Engravers and the American Association of Photo-Engravers. At the convention in 1922 the International Association of Employing Electrotypers withdrew from the Council. Another change was made at the convention of the Council in 1923 when the name of the Closed Shop Branch of the United Typothetae of America was dropped and the Printers League of America was adopted as the name of the body to represent all union-employing printers.

The attitude of this body towards arbitration is well illustrated by the following extract from the preamble to the constitution of the Council: "Compulsory arbitration by law is deemed impractical as a means of adjusting controversies between employers and employees. Controversies between employers and employees can and should be adjusted through voluntary agreements to refer disputes to boards of conciliation and arbitration composed of representatives of employers and employees in the industry affected. It is in this spirit of conciliation and arbitration that the organization and operation of the International Joint Conference Council for the Printing Industry and Allied Trades was undertaken." It should be noted that arbitration as here defined is simply collective bargaining but arbitration as defined in the Preface is the method of settlement chiefly advocated by the Council.

The Council has done everything possible to promote arbitration and conciliation. It has advocated the formation of local and national boards of arbitration and has drawn up model agreements to be used. These measures are as yet too new to have produced definite results but the attitude of the various elements of the industry as evidenced by their representatives on the Council indicates that they are practically unanimous in approving the principle of arbitration.

This brief survey indicates the national structure of the book and job printing industry. The five international unions represent the employees while the Printers League is the chief representative of the union-employing printers. These two groups combine to form the International Joint Conference Council which represents all the

elements of the unionized portion of the industry except the electrotypers and photo-engravers. The strong organizations on each side and the attitude of these bodies as expressed locally and by the Council have done much to promote and aid the acceptance of the principles of arbitration within local areas.

# CHAPTER III

## The Organization of the Industry Within New York City

New York City is of special interest in any study of the book and job printing industry because it is by far the largest producing area in the United States, representing as it does from twenty to twenty-five per cent of the nations production. This percentage varies slightly from year to year, the figure given by the Fourteenth Census for the year 1919 being 21.6%. This amount is made up of the production of some 2000 plants varying in size from the small "Bedroom Shops" to a few units employing over 1000 workers. Competition between these plants is keen and there is also a considerable amount of competition with other centers for certain types of work. New York is thus the largest printing center in the country and is an area in which all types of establishments are represented.

This city is also of special interest because of the history and importance of its employers organizations. Prior to 1906 the majority of employers who were dealing with the unions belonged to the local branch of the United Typothetae of America. During the strike for the 48 hour week in 1906 and 1907 that body refused to have any dealings with organized labor and as a result of this break a group of employing printers, who believed that the maintenance of friendly relations with the union was both wise and just, organized the Printers League of America. The local branch of this organization continued to function independently until 1916 when it was combined with the local branch of the United Typothetae under the name of the Association of Employing Printers of New York; the League however, maintained its autonomy within this body. In 1919, as the result of another reorganization, the New York Employing Printers Association, Inc., was formed. This Association was composed of the Association of Employing Printers of New York, Branch Number One of the Printers League, the New York Master Printers, the Typothetae of the City of New

York, and the Machine Composition Association. It thus included many of the smaller commercial shops as well as the larger units although the latter predominated. All the functions of a general trade association were performed and as concerned labor policy it was divided into open and closed shop branches. The League, which again maintained its autonomy, represented the closed shop group; that is it represented those employers who recognized one or more unions as such and employed union members exclusively in one or more departments, operating these departments in accordance with union rules. As we are here interested only in the closed shop division we will hereafter center attention exclusively upon the Printers League Section of the New York Employing Printers Association, Inc., which we shall refer to as the Printers League.

The League has today a membership of some 175 firms. As these 175 are for the most part large it is estimated that it controls from 80% to 85% of the book and job production within the New York area. Some idea of its size may be gained from the fact that for the calender year of 1921 the plants comprising it had an aggregate mechanical pay roll of approximately $25,000,000 and the value of the output of these plants for the same period was approximately $76,000,000. The Printers League thus controls by far the largest part of the industry within New York City which in turn controls between 20% and 25% of the nation's output.

The employees organizations with which the Printers League deals comprise the locals of the international unions mentioned in the last chapter. The International Typographical Union is represented by Typographical Union No. 6 and Mailers' Union No. 6. Representing the International Printing Pressmen's and Assistants' Union are Printing Pressmen's Union No. 51, New York Press Assistants' Union No. 23 and New York Paper Handlers' and Sheet Straighteners' Union No. 1. The International Brotherhood of Bookbinders also has three locals, namely, Printed Bookbinders' Union No. 25, Paper Cutters' Union No. 119, and Bindery Women's Union No. 43. The size and relationship of these local and international unions is indicated clearly by the chart on the following page. All these locals have engaged in arbitration proceedings with the Printers League and have at present or have had in the past arbitration contracts with that organization.

Typographical Union No. 6, commonly known as "Big Six," is one of the oldest and best organized labor groups in the country. It boasts of an almost uninterrupted development since 1809. Many men prominent in public life have risen from its ranks and it has always been regarded as one of the leaders of the printing trades. Today "Big Six" is the largest local of the International Typographical Union and has a membership of 9500 of whom some 6500 are engaged in the book and job branch. Organization within this field in New York City is about 85% complete and Typographical Union No. 6 estimates that it controls 90% of the work done in the composing rooms. Thus "Big Six" not only has a larger membership but controls a larger percentage of the work within its field than any other local within this area.

Mailers' Union No. 6 is a member of the same international organization but represents a different trade. Because of its small size it is relatively unimportant. It has at present some 200 members and organization within this field is fairly complete in the larger shops but the small shops do not employ Mailers.

New York Printing Pressmen's Union No. 51 is the largest local representative of the International Printing Pressmen's and Assistants' Union. Prior to January, 1925, it included only the cylinder pressmen but at that time Job Pressmen's Union No. 1 was amalgamated with it so that now both trades are included. This has greatly strengthened the job pressmen, who were relatively weak, for at present the cylinder pressmen, who are among the most highly skilled men in the industry and are strongly organized, refuse to work in the larger plants where non-union job pressmen are employed. This union has a membership of 3400 and represents a degree of organization among the cylinder pressmen of about 75% and among the job pressmen of from 30% to 40%.

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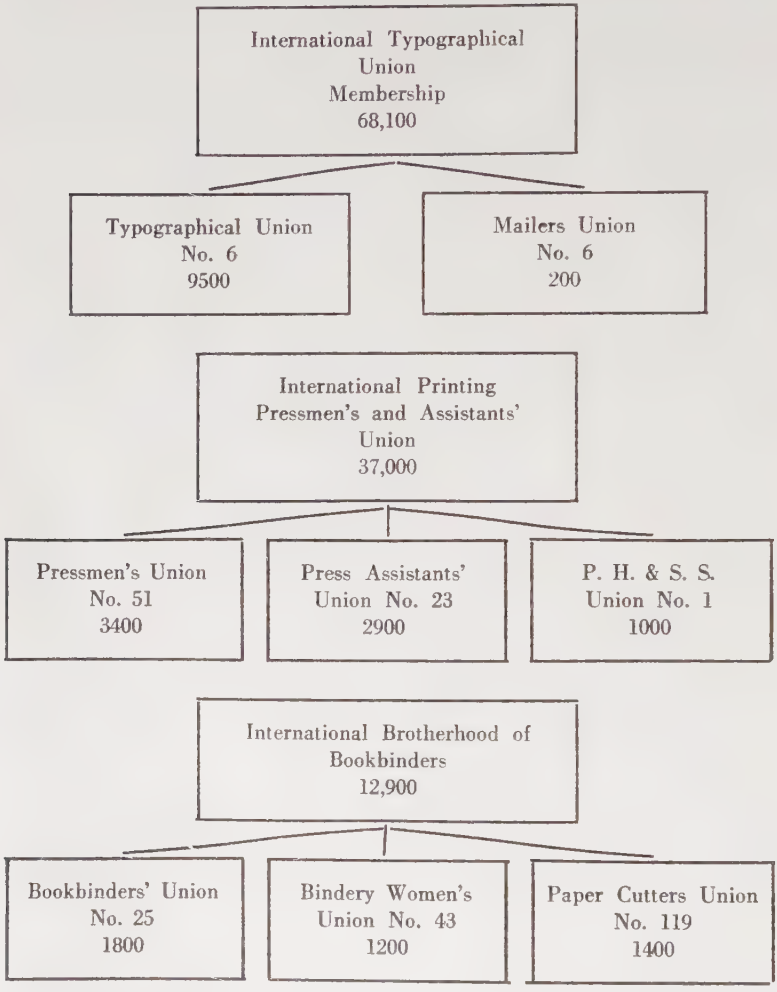
*The percentages given represent estimates on the part of the author after consulting all possible sources. The figures given by the parties directly interested varied widely; the union estimate being 85% to 90% for all while the League estimate was from 70% to 75% for the cylinder pressmen and about 30% for the job pressmen.

## CHART I

### Size and Relationship of the International Printing Trades Unions and Their New York Locals Which Have Arbitration Agreements With the Printers League*




*The membership given for the International Unions is for the year 1923 and was taken from Leo Wolman—The Growth of American Trade Unions—1880 to 1923—p. 116. The membership figures for the local unions are for the year 1925 and were obtained from the local union officers.

New York Press Assistants' Union No. 23 is the second largest member of the same international body. It was formed in 1884 and has increased in strength steadily since that time, its present membership being 2900 of whom 2500 are engaged in the book and job branch. This union is an amalgamation of former separate organizations of job press feeders and cylinder press feeders. At present the cylinder press feeders control approximately 75% of the work done in their field while the job press feeders control not more than 40% of the work done in theirs*

New York Paper Handlers' and Sheet Straighteners' Union No. 1 is the third local representative of the International Pressmen's Organization. It has a present membership of approximately 1000 and represents a fairly high degree of organization in the large shops but the small shops are, for the most part, non-union.

Bindery Women's Union No. 43 is one of the largest local units of the International Brotherhood of Bookbinders. It was organized in 1895 and for a long time had a very difficult struggle to establish itself. Of its present membership some 1200 are in the book and job branch. It represents a fairly high degree of organization in the magazine houses but the full-bound and pamphlet houses are largely unorganized.

Another member of this International Brotherhood is Printed Bookbinders' Union No. 25. This organization has a present membership of some 1800 but the degree of organization in the trades covered is very low. Due to numerous factors it has decreased in size and importance and is represented in so few League shops that the League has not had an arbitration agreement with it since 1921.

Paper Cutters, Binding Machine Operators and Embossers Protective Union No. 119 is the third representative of this group and has a present membership of about 1400. In these trades the larger shops are unionized but the smaller shops are for the most part non-union. Although small the moral influence of this union is

*The percentages given represent estimates on the part of the author after consulting all possible sources. The figures given by the parties directly concerned varied widely; the union estimate being 75% for all while the League estimate was from 70% to 75% for the cylinder press feeders and from 30% to 40% for the job press feeders.

great on account of its conciliatory attitude and excellent leadership.

This brief survey gives some conception of the relative size and strength of the various locals represented. "Big Six" is by far the largest and strongest of all and as a consequence most frequently assumes the leadership in dealings with the Printers League. It is followed in strength by the Pressmen's Unions which are normally fairly strong but, as a rule, are less apt to adopt an aggressive attitude. The Bindery Unions, as has been noted, are less skilled, represent only a small degree of organization and are consequently weak. They usually follow some of the stronger unions in dealings with the League. Although the bargaining power of the locals varies widely yet the combined bargaining power of the group might be said to closely approximate that of the Printers League.

The attitude of the various locals with regard to arbitration depends much upon their strength; the stronger unions being more independent in their attitude and more aggressive in their tactics. However all have become so accustomed to using arbitration that, although much maneuvering takes place at times, direct action is seldom resorted to.

# CHAPTER IV

## A Brief History of Collective Bargaining in the Book and Job Printing Industry of New York City

The early organization of the printers' unions led to a correspondingly early development of collective bargaining. Even prior to 1800 groups of employees drew up wage scales which they presented to individual employers and went out on strikes if these scales were not accepted. However these early organizations were short lived, disbanding as soon as the particular purpose for which they had been assembled was accomplished.

With the establishment of relatively more stable unions, during the first decade of the 19th century, dealings with the employers became more frequent. Wage scales were drawn up and presented, apprenticeship regulated, and hours and working conditions discussed. These negotiations were carried on with individual employers but efforts were made to maintain uniform wages and working conditions throughout the area. This type of relationship between the union and the individual employer continued until about 1864. The period thus marked was one of slow but continuous growth on the part of the union, which as has been previously noted was the Typographical Union. Its strength varied greatly from time to time depending largely upon existing industrial conditions. Employers frequently took advantage of its weakness by cutting wages or in other ways going below established standards. Strikes and lockouts were common and were most frequently settled by compromise. This was really the introductory period in collective bargaining when the two sides were trying numerous experiments in collective dealing and were gradually becoming acquainted with its possibilities.

The year 1862 was marked by the organization of the New York Typothetae, a body which first turned its attention to purely financial affairs but which was soon forced to deal with the union con-

cerning wages. The Union struck for higher rates in 1869 and the dispute was settled by a private conference between three leading members of the Union and three leading members of the Typothetae. Following this from time to time evidences are available of agreements between the Union or Unions and the Typothetae. It should be noted however that not all employing printers were members of this body and agreements between the Unions and these employers were most common.

In 1887 the Typographical Union started a strike over an increased wage rate. The employers replied by locking out all union men. The Union then, for the first time, put forward the demand for the closed shop. The employers solicited the aid of the state arbitration board and it is interesting to note that the men declined to arbitrate. The strike, however, ended in a defeat for the Union. Unfortunately these are the only details available concerning this incident and it is impossible to determine the cause of the Unions' stand.

In 1901 an interesting development occurred in the newspaper branch of the industry. Prior to this time strikes and other labor disturbances had been very numerous in this field. The heavy losses incurred caused the American Newspaper Publishers Association to propose a national arbitration agreement with the unions. The offer was accepted and since that time arbitration has been widely used in that division of the printing trade.

The only similar agreement in the book and job branch prior to 1907 was one drawn up between the United Typothetae of America and the International Printing Pressmen's and Assistants' Union, which was in force from 1902 to 1907. There is, however, no evidence of any cases under this agreement in New York City during these years. Numerous contracts were drawn up between the United Typothetae or individual employers and local unions and in all negotiations Typographical Union No. 6 acted as pace setter for the other unions. Such contracts covered only shop rules and wage scales. Although records are not available, both employers and old union members report that labor disturbances were quite common before 1907 and the losses incurred by both sides were large.

The movement for shorter hours, which led to the strike of 1906 and 1907 began in 1886 when agitation was started for a nine-hour day. Nothing definite was decided until 1897 when an agreement was concluded with the local branch of the Typothetae shortening the day for the compositors to nine and one-half hours. This agitation was nation wide and the policy of the locals was guided by the international organizations. In 1899, as the result of an agreement between the international unions and the United Typothetae, the day was shortened to nine hours. In 1904 the international unions decided to demand an eight hour day beginning January 1, 1906. The United Typothetae opposed this move and in New York, as in many other centers throughout the country, a bitter fight ensued with the result that the Typothetae severed relations with the various international unions. The struggle which resulted disrupted the entire industry and led to bitterness on both sides which is still making itself felt. This, as has been noted, led to the formation in New York City of the Printers League of America. Following the formation of this body collective bargaining took place between the various local unions and the League.*

Agreements between the unions and the League were concluded in 1907 and 1908 and have been renewed from time to time up to the present. The agreements of 1907 and 1908 accepted the rules and rates as they then existed but since that time they have been frequently revised to meet new conditions. For example new agreements were concluded with Typographical Union No. 6 in 1910, 1916, 1917, 1918, 1919, 1922, 1923 and 1924. Within recent years an effort has been made to adjust the contracts with the unions so that they will all expire on the same date; at present all contracts expire either on September 1st or September 30th, 1927.

The method of concluding these agreements is uniform with all the unions. The representatives of both sides go into session and consider the demands and counter-demands put forward. In most instances, by bargaining and compromise, they reach an agreement

*The material in the chapter up to this point has been largely taken from:—George A. Stevens—"History of Typographical Union No. 6"—Published by the New York State Department of Labor—and George A. Tracy—"History of the Typographical Union."

on all issues. Occasionally, however, one or two points arise upon which the two parties cannot agree. These they mutually agree to submit to an arbitrator or arbitrators after a statement of facts has been drawn up.

The only cases of direct action which have occurred in New York since the founding of the Printers League came in 1917 and 1919 as the results of disputes over wages and the introduction of the 44 hour week. The first difficulty arose from the efforts of the unions to make wages keep pace with the rapidly rising costs of living. Unfortunately all the unions were bound by wage contracts which did not expire until September 30, 1919. They sought to have these contracts modified but the League refused with the result that, in 1917, the Press Feeders went out on a strike, in violation of their contract, demanding increased wages. Within a short time the employers were forced to yield to their demands, thus causing general dissatisfaction among the other unions. At about the same time a movement was started for the 44-hour week. Subsequently all the unions agreed to make a united demand for a 44 hour week and a $14.00 a week flat wage increase to become effective October 1, 1919, at a time when all the contracts expired. There seems to be little doubt that, if left to themselves, the unions could have forced the employers to meet these demands. However in April, 1919, the International Joint Conference Council met in Chicago and reached an agreement whereby the 44 hour week was to become effective throughout the country on May 1, 1921. The New York locals were dissatisfied with the decision and continued to press their demands. In spite of this feeling the international organizations were able to keep their locals in line, with the exception of the International Printing Pressmen's and Assistants' Union and the partial exception of the International Typographical Union. Differences had arisen between the press room locals and their international union with the result that between July 1st and August 2nd all of them were expelled by the parent body for the non-payment of the per capita tax. The members of the League refused to hire or deal with the men not affiliated with the international organization and the result was in effect a lockout in the press rooms. Most of the other unions sympathized with the press-

men. This was especially true of "Big Six" and the direct actionists among its members brought great pressure to bear upon the officers in an effort to get them to break with the League. The officers refused to do this because of the danger of being expelled from the international unions, nevertheless some 3,800 members of the local went out on a "voluntary vacation" and were supported by union funds voted for the "unemployed." The combined pressure of the League and the international unions finally forced the men to come to terms and the differences as to wages and the 44 hour week were settled by arbitration. This break was quite serious and seemed likely, for a time, to become even more so, involving other local unions and disrupting the established machinery for the settlement of disputes. Peaceful agencies were, however, successful in putting an end to the crisis and have succeeded in preventing any interruption of work since that time.

This survey emphasizes the high degree of local autonomy of the local unions. Wages and conditions of labor have been handled by the locals almost independently of the international unions. The only exception has been the fight for shorter hours which has been nation wide in its scope. In most matters the locals act as independent units and are extremely jealous of their privileges.

In this industry collective bargaining has had a long and continuous history. Both employers and employees have become accustomed to joint dealings. The traditions to which this has given rise and the precedents thus set have done much to promote peaceful relations and mutual understanding. Few, if any, other industries have had such a background and this combined with the high type of workmen and the strong organizations on each side would seem to make conditions ideal for an experiment in industrial arbitration.

# CHAPTER V

## The History of Industrial Arbitration in the Book and Job Printing Industry of New York City

### (a) Background and History from 1906 to the World War

The early history of arbitration in this industry is incomplete as few records were kept and consequently little data concerning the proceedings are available. The first instance of which there is any record was in the settlement of a dispute between Typographical Union No. 6 and a book and job house by the name of Ammermans. "On June 2, 1874, the secretary reports to the union, 'the strike at Ammermans was settled by submitting the matter in dispute to Theodore L. DeVinne, another employing printer, as arbitrator, who decided in favor of the union.' "*

Another case involving the same union and the Typothetae arose over the settlement of a dispute in the offices of J. J. Little & Co. in 1896. The chief demand in this instance was that the book and job rooms be recognized as card offices. The Honorable Seth Lowe acted as umpire and decided in favor of the union. These are the only two cases prior to 1900 of which records are available, however, it seems altogether probable that other cases occurred involving "Big Six" and possibly the Pressmen's Unions.

There are no records available of any local arbitration agreements being entered into prior to the formation of the Printers League. Here again however it is possible that such agreements may have existed between certain locals and individual printers or the New York Branch of the Typothetae.

The real development of arbitration in the division of the industry under consideration began with the founding of the Printers League in 1906-1907. As has been previously noted, this organization had as its object the maintenance of friendly relations with

*George A. Stevens—"History of Typographical Union No. 6"—New York State Department of Labor—p. 345.

the unions and one of its basic principles was that it was far better to settle disputes by negotiation and arbitration than resort to a strike or lockout.

It is of special interest to note that the great majority of arbitration cases which have arisen between the League and the various unions have had to do with the formation rather than the interpretation of contracts, and the great majority of such formative proceedings have dealt with wages. This seems to be contrary to the experience of most industries for it is common to allow some impartial, fair minded outsider to come in and interpret the wording of an existing contract but it is far from common to allow an arbitrator to decide the terms of a contract which for a given period are to determine, at least partially, the prosperity of the industry and the happiness and well-being of the workman and his family. The willingness to allow disputes over the formation of contracts to be so frequently referred to arbitration speaks well for the confidence which the two parties have in each other and in this method of settling disputes.

It should be noted also that all cases having to do with wages, or in fact any item in the formation of the contract, are conducted by the League and some particular union and the findings apply to all the members of the League, whereas most interpretative cases are carried on between the League and the union but apply only to the particular shop or plant in which the issue is raised. In the latter case however the decisions frequently serve as precedents in case similar issues are raised in some other shop.

Economic conditions existing at any given time frequently play an important part in the attitude of the two sides towards arbitration, especially if such arbitration concerns wages. During periods of uncertainty when there are rapid changes in the demand for labor, in wages and in the cost of living, disputes are apt to be much more frequent and the temper of the parties more strained than during times of economic stability. The period now under consideration was characterized in New York City, as throughout the nation, by a gradual rise in prices broken by brief declines in 1907-1908 and 1911. Consequently there was no sharp and continued

rise or fall which might cause an important variation between monetary and real wages or no important change in business conditions which might be expected to result in continued dissatisfaction on the part of employers or employees. The following table, showing the variations in wholesale prices between 1905 and 1914, illustrates clearly the conditions just discussed.

## CHART II

### Variations in Wholesale Prices for All Commodities for the United States, 1905 to 1914*

Weighted; Aggregate value in exchange in 1914 = 100

The controversy over the 48 hour week which terminated in the strikes and lockouts of 1906 and 1907 resulted in the weakening of the unions. The dispute was long drawn out, lasting in some plants six months in others for nearly two years. As a result the

*Wholesale Prices—Bureau of Labor Statistics of the U. S. Department of Labor—Bulletin No. 181—p. 16.

unions lost several large shops which belonged to the Typothetae and which had previously been closed shops. Union treasuries were also depleted due to paying out large amounts in strike benefits. Faced with these conditions the unions were not apt to adopt an aggressive policy and it may well be assumed that they looked with favor on the arbitration proposals of the League as they would thus gain time to consolidate their positions and recover some of their strength lost during the strike.

The Printers League was also weak. It was a new organization in the experimental stage, controlling a rather small portion of the industry within the city. Its future was uncertain and it was glad to avail itself of any opportunity to increase its strength and its prestige. Its desire was also to show the industry the advantage of peaceful relations with the unions.

Thus at the beginning of their relationship both the unions and the League were weak and although they advanced in membership and strength up to the time of the World War they were ill prepared for a trial of strength and preferred to settle their differences peacefully.

The Printers League early sought to conclude arbitration agreements with the unions. The first such agreement was concluded with Typographical Union No. 6 on March 3, 1908, to be effective until October 1, 1910. On the latter date a new contract was ratified which was to remain in force until October 1, 1915. In 1911 a similar agreement was concluded with Paper Cutters' Union No. 119. The only other arbitration contracts approved prior to 1915 were those with Printing Pressmen's Union No. 51, and Press Assistants Union No. 23, both of which were ratified on October 1, 1913, to remain in force until October 1, 1916.

These agreements provided for the settlement of all disputes both in the formation and the interpretation of contracts. The only matters not included within their scope were local union laws not affecting wages, hours and working conditions and the laws of the international unions. Matters concerning the interpretation of contracts were to be referred to an impartial arbitrator or arbitrators. Controversies over the formation of contracts were to be referred to

three arbitrators, one to be selected by each side and the third to be selected by these two. Contracts also provided that work was to continue under existing conditions pending the decision of the arbitrators. A provision for enforcement was included which provided that if either party to a dispute refused to comply with the decision of the arbitrators all aid to such firm or to such members of a union should be withdrawn by all the parties to the agreement. Also, the acts should be publicly disavowed and the aggrieved party furnished by the other party with an official document to this effect. The agreements also provided that the employers were to maintain what amounted to a preferential union shop and in turn were to be protected against walkouts, boycotts and other interruptions of operation. It was early found desirable to have these contracts underwritten by the international union of which the local was a member. The form of contract has continued with but slight change down to the present.

In spite of the fact that "Big Six" was the first to conclude an arbitration agreement with the League, there is no evidence of any arbitration case between these two bodies during this period. The fact that no formal contract existed between the League and Press Assistants' Union No. 23 did not prevent two arbitration proceedings between these two organizations, one in 1908 and one in 1911.

The first of these cases is one of the few instances in this industry in which arbitration did not deal solely with wages. It arose over the formation of a contract between the League and Franklin Union No. 23 (now Press Assistants' Union No. 23) and dealt with wages and the number of machines to be tended by one man. President Murphy of Typographical Union No. 6 was selected as arbitrator and his decision with regard to the number of machines to be tended by one man favored the employers.

The 1911 case between the same two parties dealt with wage rates in the formation of a new contract. Mr. B. Peele Willett, a former employing printer, was selected as arbitrator. He granted a small portion of the advance requested by the union and based his decision on an advance in the cost of living and the general condition of the industry. It is interesting to note that he stressed the demoralized condition of the industry within the city, which he blamed largely

upon the lack of organization among the employers and pointed out that this was partially due to the aggressive attitude of the unions.

The years from 1906 to 1915 thus formed what might well be termed an introductory period. The League, formed in 1906 and 1907, was weak and gained strength slowly. The unions, weakened by the strikes of 1906 and 1907, gained strength slowly but steadily and there is little doubt that by 1915 a few of them were stronger and better organized than the League. The period is also marked by the total absence of any strikes or lockouts and both parties seemed favorably disposed towards arbitration as is evidenced by the concluding of arbitration agreements between the League and the stronger unions and by the fact that in the few arbitration cases which took place the decisions were accepted without question by both sides. It was perhaps well that this formative period came at a time of fairly stable economic conditions rather than in the turbulent years during and following the World War. The parties were thus given a better chance to become acquainted and to become convinced of each others sincerity in desiring peace and friendly relations.

# CHAPTER VI

## The History of Industrial Arbitration in the Book and Job Printing Industry of New York City

### (b) Period of the World War

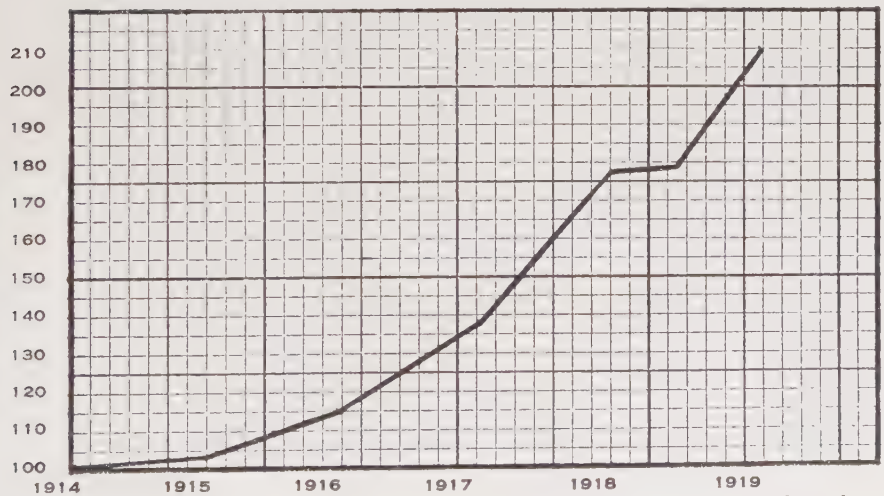
The chaotic conditions which existed during the World War served as a severe test of arbitration and, in fact, of the entire system of friendly relations established during the preceding period. Although this test was met with a fair degree of success two disturbances occurred to mar the otherwise peaceful relations between the League and the unions.

There were but slight variations in prices and in the costs of living in 1915 but beginning in 1916 they soared rapidly. This naturally led to a large number of disputes over wage changes and consequently to an increased number of arbitration proceedings. As the following chart shows, the cost of living in New York City more than doubled between 1914 and the end of 1919.

CHART III

Variations in the Cost of Living in New York City Between December, 1914, and December, 1919*

December, 1914=100




The amounts given are for the month of December of the year indicated.

*Monthly Labor Review of the Bureau of Labor Statistics—U. S. Department of Labor—February, 1926—p. 340.

During this period business conditions were excellent. It came at the particular phase of the business cycle when high profits were possible and the labor supply limited. The employers were especially anxious to keep the industry functioning smoothly because of the high profits being made and due to the scarcity of labor they had no option but to make important concessions to the unions. These factors tended to strengthen the bargaining power of the labor organizations and this power was frequently used in an effort to make wages keep pace with the rising costs of living.

Between 1914 and 1919 the unions gained in membership. The prosperity existing, during much of this period, made it easier for them to organize plants previously non-union, while the rapid rise in the cost of living brought into their ranks many formerly non-union men. Although this growth was not exceptionally rapid, it was steady and formed one element in the increase of union strength.

The Printers League also gained in strength but not as rapidly as some of the unions. Its consolidation with the local branch of the Typothetae aided it, but with the possible exception of the last year of this period it seems evident that the Typographical and Pressmen's Unions were in a better bargaining position than the League.

Arbitration contracts with all the unions were made or renewed during the years under consideration. The agreement with "Big Six" was renewed in October, 1915, to run until terminated by a two months notice by either party. The contract with Paper Cutters' Union No. 119 was renewed to run until 1919 and for an additional two year period if no notice were given by either party. Printing Pressmen's Union No. 51 and Press Assistants' Union No. 23 renewed their contracts on October 1, 1916, to be effective until October 1, 1919. New York Paper Handlers' Union No. 1, organized in 1914, concluded an agreement with the League in 1917. Bindery Women's Union No. 43 concluded their first agreement with the League in 1916 and in 1918 an arbitration contract was drawn up with Job Press Feeders Union No. 1. Thus before the close of this period arbitration agreements had been entered into with practically every local union in the New York district. These

contracts were almost entirely similar to those originally concluded with Typographical Union No. 6 and the Pressmen and provided for the arbitration of disputes involving both the formation and the interpretation of contracts.

Arbitration cases were much more numerous than during the previous period and almost without exception they dealt with the formation of new wage rates. This was in part due to the fact that the rapid changes in the cost of living led the unions to refuse to agree to any given wage rates for a period of more than one year and their contracts with the League provided that wage rates could be reopened at the end of each year and readjusted in accordance with changes in the cost of living and the economic conditions of the industry. This form of contract was however only introduced during the latter part of the period under consideration. Several of these wage cases are of special interest in that the War Labor Board acted as arbitrator. The use of the joint committees also increased and special committees were organized to handle cases of discharge and cases involving apprenticeship. The fact that there are very few instances of appeals having been taken from the decisions of these joint bodies is excellent proof of the efforts of both sides to deal fairly and maintain friendly relations.

An arbitration case involving an increase in wages for the members of Typographical Union No. 6 was heard by the War Labor Board in 1918. In November, 1918, Pressmen's Union No. 51 appealed to the same Board for an $8.00 a week wage increase and was awarded a $3.60 raise, this however was enlarged after negotiations with the League to $6.00. Press Feeders' Union No. 1 had an arbitration case with the League in March, 1918, involving a new wage scale. Almost every other local was a party to at least one arbitration proceeding, there being a total of ten cases held during this period. Some acted alone and others jointly in making these appeals and with very few exceptions they dealt with wage rates. The bases on which such cases were decided were changes in the cost of living and the economic condition of the industry.

Although arbitration was used more frequently than during the preceding period, most differences were settled by direct negotia-

tion. This is evidenced by the increased use of the joint committees and by the fact that many of the wage increases were secured by direct dealings with the employers rather than by arbitration.

The strikes and other labor disturbances which occurred during this period have already been discussed in some detail. It will be recalled that in 1917 the Press Feeders, in violation of their contract, struck for higher wages and were successful. The dissatisfaction which this caused among the other unions combined with the demand for the 44 hour week and with internal difficulties in the Pressmen's Unions led in 1919 to a strike and lockout in the press rooms and to a voluntary vacation among many members of "Big Six." The combined efforts of the League and the international unions broke the resistance of the men and the questions of wage adjustments and the 44 hour week were settled by arbitration. This break was serious and threatened for a time to involve other unions. It also caused some unions, especially the weaker ones, to lose many shops which had formerly been union and it caused among employers a great amount of bitterness which is still making itself felt. The blame for this break is difficult to place. The employers were partially to blame for not allowing the unions to reopen the wage scales in 1917 or at a time when rising costs were rapidly decreasing real wages. The unions were also partially to blame for refusing to arbitrate in 1919 and for refusing to abide by the decision of the International Joint Conference Council concerning the 44 hour week. Part of the difficulties may also be traced to the internal difficulties within the International Pressmen's and Assistants' Union. Regardless of the fault the break did occur and on this occasion at least the arbitration machinery or the will to arbitrate proved inadequate to prevent an appeal to force. However when the chaotic economic conditions and the strained relations which they caused are considered it is surprising that direct action was not more frequently resorted to.

The years from 1914 to 1919 thus saw an increase in the use of arbitration although conciliation still remained the chief method of settling differences. Despite abnormal economic conditions and a rapid increase in union strength only two breaks occurred to mar the steady and peaceful operation of the industry. The whole

system for the peaceful settlement of disputes was thus subjected to a most severe test and the fact that direct action was so seldom resorted to within New York City during this period would seem to speak well for the prevailing spirit and the willingness to arbitrate on the part of both sides.

# CHAPTER VII

## The History of Industrial Arbitration in the Book and Job Printing Industry of New York City

### (c) 1919 to 1926

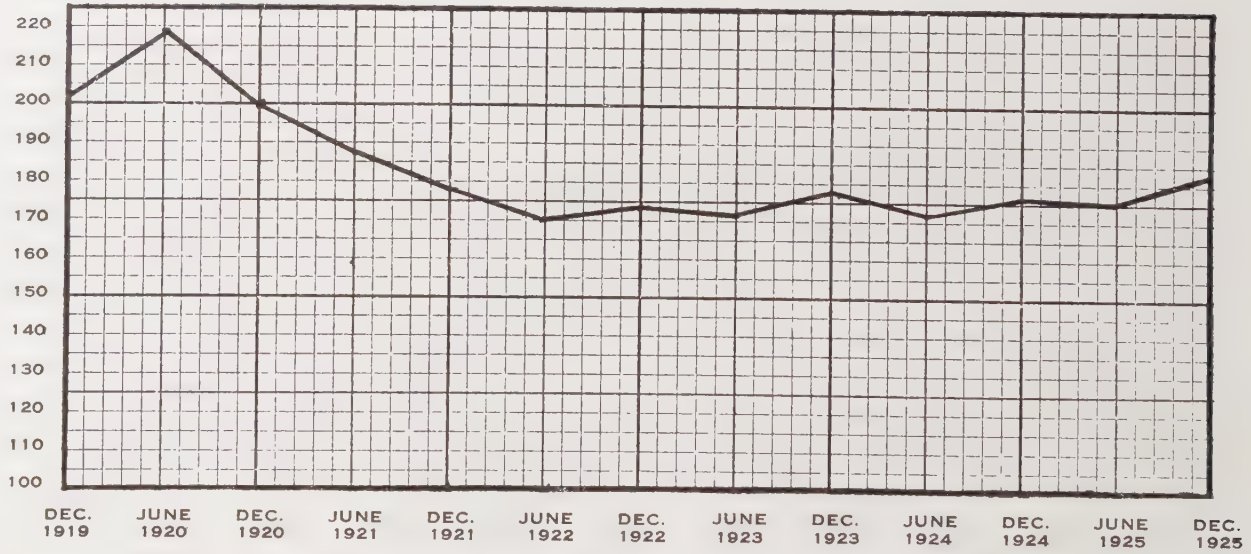
Arbitration in the industry under consideration passed through its experimental stages in the normal years preceding the World War. During the War and immediately following, it was given a most severe test under abnormal and chaotic conditions, while during, at least, the latter part of the period now to be discussed it again had a chance to function under normal circumstances and with a number of years experience behind it.

Economic conditions during the early part of this period were still far from normal. Prices continued to rise until about the middle of 1920, while the next two years were marked by a slump and a serious business depression. These circumstances again made wages the source of numerous differences between the League and the unions. From the middle of 1922 until 1926 prices rose gradually without wide fluctations, thus marking the return of economic stability. The following chart gives a fairly accurate picture of price fluctuations taking place in New York City during the years now being considered.

## CHART IV

VARIATIONS IN THE COST OF LIVING IN NEW YORK CITY BETWEEN DECEMBER 1919 AND DECEMBER 1925*

December 1914 = 100




*Monthly Labor Review—Bureau of Labor Statistics—U. S. Department of Labor Feb. 1926—p. 340.

The various local unions emerged from the war years strengthened in membership and bargaining power, with the possible exception of certain of the Pressmen's and Bookbinders' unions which were weakened during the conflict over the 44 hour week. Some of these organizations have continued to gain in strength yearly by additions to their membership. President Umstadter of Pressmen's Union No. 51 reports that his union has gained in membership steadily from 1919 to 1926 and is at present increasing at the rate of some 150 per year.

The employers organizations also gained in power. The merging of the existing groups into the New York Employing Printers Association, Inc., in 1919 did much to put them in a better bargaining position. The Printers League lost a few members during the dispute over the 44 hour week but since then it has added new members until at present it controls about 85% of the book and job industry within the city. Thus the League controls a larger share of production than any of the unions with the exception of "Big Six" and the possible exception of Pressmen's Union No. 51. This increased strength has of course added greatly to the influence and prestige of the League.

From the above discussion it may be seen that between 1919 and 1926 the two parties were approximately equal in strength although the unions varied widely among themselves.

All existing arbitration contracts were terminated in 1919 and new ones drawn up and adopted with all the unions except Typographical Union No. 6. These agreements were to remain in force until December 31, 1922, at that time new ones were concluded for a two-year period and early in 1925 arbitration provisions were included as a part of the regular shop rules and wage scales contracts drawn up with all the locals except "Big Six" and Mailers' Union No. 6 and were to run for a period varying from two to four years. These contracts were almost identical with those previously discussed and covered controversial issues concerning both the formation and the interpretations of contracts. The only variation came in the agreements signed in 1919 which provided that disputes concerning the interpretation of contracts which could not be settled in the Joint Committees should be appealed to the Inter-

national Joint Conference Council. No evidence is available that such action was ever taken and at present such appeals are referred to an arbitrator.

The contracts with Typographical Union No. 6 and Mailers' Union No. 6 provided for the interpretation but not the formation of contracts. Various efforts were made by the Printers League to conclude agreements with the above mentioned unions covering the formation of contracts but all such efforts resulted in failure. The first point of disagreement between the parties arose over the method of selecting the arbitrator. Difficulty over arriving at such a selection caused the League to propose that it be left to the Secretary of the United States Department of Labor. This was agreeable to the unions until the appointment of a new Secretary of Labor in 1921, after which time the League and the unions reverted to the old method of selecting the arbitrator themselves.

A second and more serious controversy arose over what constitutes fair arbitration. "Big Six" and the Mailers' Union took the stand that they favored fair arbitration but defined this as meaning, in wage disputes, only arbitration upward. In other words they proposed to have the League make an offer of a wage increase and if this were not considered adequate by the unions arbitration would be resorted to, while the League would not be permitted to refer the question of a wage decrease to arbitration or to counter the demands of the unions by the demand for a decrease. In this stand Typographical Union No. 6 and Mailers' Union No. 6 have the support of the present President of the International Typographical Union.

This matter of fair arbitration is not as yet settled. However the fact that "Big Six" and the Mailers' Union have consented to arbitration not entirely in conformity with their definition, indicates that they have withdrawn somewhat from their former position. It seems doubtful whether, under ordinary circumstances, these unions would ever refuse arbitration and resort to a strike for, even before a strike vote could be taken, the approval of the executive committee of the International Union would have to be secured and at present the majority of that committee favor arbitration and are extremely reluctant to approve a strike.

The fact that no arbitration agreement existed with Typographical Union No. 6 did not prevent that union and the League from engaging in numerous arbitration cases. A wage scale contract concluded between the Union and the League in 1919 provided that it might be opened for readjustment in October, 1920, that readjustment to be based on changes in the cost of living and the economic condition of the industry. The result was a case before George W. Kirchwey who decided that a wage increase, amounting to approximately one-third that asked by the union, should be granted.

The wage scales of a new contract were submitted to arbitration in November, 1921, and John L. Elliot was selected as arbitrator. The union asked for a slight raise in wages while the League asked for a substantial reduction. Mr Elliot handed down a decision retaining the existing scale and thus favoring the union. The decision caused much excitement throughout the industry because at about the same time similar cases involving all the other locals were being heard by William F. Ogburn and William W. Leiserson who both granted reductions. The existing wage differentials were thus upset and much dissatisfaction caused.

Another case involving wages was heard by Judge Alfred J. Talley in November, 1922. Here again the arbitrator rejected the claims of both sides and ordered existing rates continued.

Other cases in which this union was involved were heard in November, 1923, February, 1924, and August, 1924. The second of these is interesting in that it is one of the few cases ever held in this industry involving only the interpretation of a contract. It was concerned with certain clauses having to do with the pyramiding of overtime and was heard by Alexander M. Bing as arbitrator. The other cases all involved the formation of new wage scales.

New York Printing Pressmen's Union No. 51 engaged in five arbitration proceedings during this period. All but one of these were concerned with wage scales only. In those of February and November, 1920, small wage increases were granted while in April and November, 1921, the decisions resulted in decreases. In April, 1922, a case involving the use of a second pressman on a Hoe Webb

Press was heard by Mr. Leiserson. No definite decision was rendered as the parties reached an agreement among themselves. This marks another of the few instances in which matters other than wages were submitted to arbitration.

New York Press Assistants' Union No. 23 reports five cases from December, 1919, to the present. Other unions also had a fairly large number. There was a total of twenty-seven arbitration cases during this period, the ten cases in 1921 marking the largest number for any year from 1906 to the present. Since that time there has been a steady reduction until at present but one to three cases a year are heard. This reduction seems to be due to more stable economic conditions and the use of wage contracts covering a longer period of time, both of which serve to reduce the number of differences.

During this period the Joint Conference Committees played an increasingly important part. They handled cases involving the interpretation of contracts and while it seems probable that nearly 99% of the disputes were settled before they reached these Committees yet they were usually called upon to settle from twenty to thirty cases a year. Although either side, if dissatisfied, has the right to appeal to an arbitrator from the decision of such a committee, yet very few such appeals have been made, the total number during the life of the League being not more than three or four. This speaks well for the ability of these bodies to handle disputes and for the confidence which both employers and the unions have in them.

The years from 1919 to 1926 saw an increase in the use of arbitration which was largely due to the fact that controversies were frequent, especially in the portion of this period when post-war readjustments made economic conditions unstable. Functioning side by side with arbitration and settling an even larger number of cases the joint committees proved their worth. The value of these two agencies was well demonstrated by the fact that although a large number of controversies arose all were settled successfully and there was no instance of direct action on either side. The only cloud on the horizon of arbitration was the position taken by "Big Six," the strongest of the local unions, as to what constitutes fair

arbitration. The danger from this stand does not seem great at present but whether it is likely to increase in the future is uncertain. It may be the attitude which all the unions will take if they become sufficiently strong. Signs of this are not entirely lacking as the President of another strong union indicated that he would be extremely reluctant to again arbitrate a question concerning a reduction in wages. These are the two strongest unions in the New York area and whether this attitude is merely temporary or whether still further developments may be expected it is impossible at present to tell.

This brief survey of the three periods in the history of arbitration in the Book and Job Printing Industry of New York City indicates its gradual rise from the experimental years of 1906 to 1915 until today it is an established and widely used agency for the preservation of industrial peace. During its twenty years of usefulness it has settled successfully all controversies referred to it and during this entire time only two outbreaks, which were so closely connected that they may well be considered as one, have occurred to mar the record of peaceful dealings and these came in the abnormal years during and immediately following the World War. The disputes referred to arbitration, in the great majority of cases, have had to do with the formation of contracts while the joint committees have handled most of the disagreements over the interpretation. In considering the services performed by arbitration it must not be forgotten that many favorable factors were present which aided in achieving these results. Among these were: a long experience with collective bargaining; a high type of labor, largely native American; a conciliatory attitude on the part of both sides; and organizations on each side of approximately equal bargaining strength. It would seem to be upon the operation of these factors that the future of industrial arbitration in this industry must depend.

# CHAPTER VIII

## Machinery for the Peaceful Settlement of Industrial Disputes in the Book and Job Printing Industry of New York City

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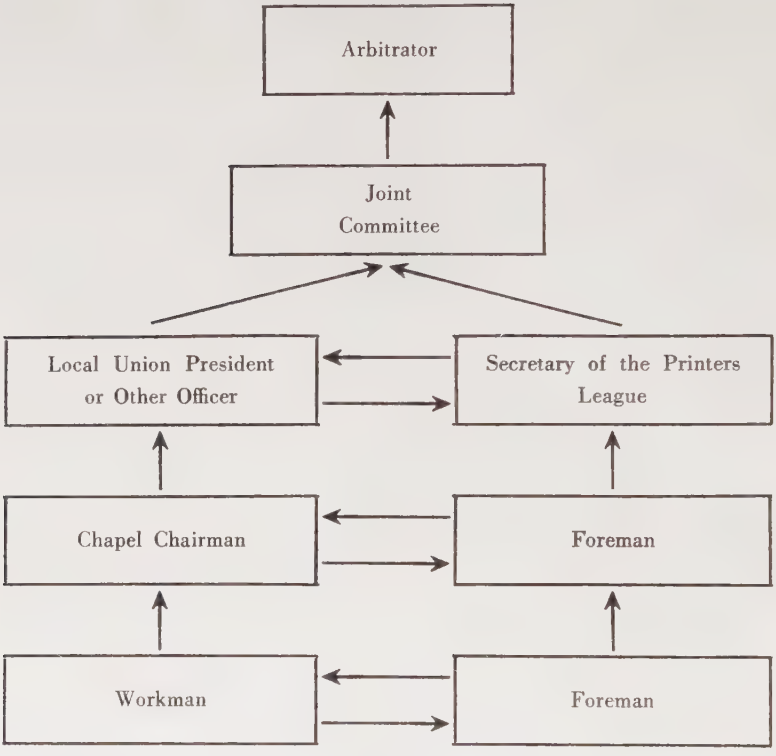
While the will to arbitrate or to peacefully settle differences must ever be more important than the machinery used, yet such machinery, as the agency by which that will makes itself effective, should merit attention. Accordingly it seems desirable to give a detailed description of the machinery used in the settlement of disputes involving both the interpretation and the formation of contracts and also to give attention to such criticisms as have arisen concerning this machinery.

Disputes arising under or in the interpretation of the contracts are quite frequent. They usually arise in the shop and may involve questions of discharge, overtime, wages, or any phase of working conditions. The great majority of such disputes never get to arbitration but are settled directly by the parties involved. Where such a question does finally reach an arbitrator it differs from disputes involving the formation of a contract in that it usually concerns only one firm rather than the League as a whole.

Perhaps the best way of visualizing the machinery and procedure for the settlement of such disputes is by means of a diagram which will illustrate the various stages through which such a case will pass.

## CHART V

### Steps in the Settlement of a Dispute Involving the Interpretation of a Contract




The dispute may concern one man or several men within the shop but in either case it first involves the men directly concerned and the foreman, who has charge of all personnel relations within the plant. If no settlement can be reached at this stage the men may carry their complaint to their union chapel chairman. The chapel chairman is the local representative of the union in the shop. It is customary for each craft to have a chapel organized in each plant and to elect chapel officers to look out for their interests. If the shop is very small, all of the union men in it may appoint one

of their number to perform the same function. Many disputes are of course settled in the shop either by negotiations between the men involved and the foreman or between the chapel chairman and the foreman.

If the dispute cannot be settled in the shop it is supposed to be carried to the President of the Printers League and the President of the local union involved. As a matter of actual practice it goes to the Secretary of the Printers League and the President, Secretary, or some other official of the union. These men then confer and it is estimated that 99% of the disputes coming out of the shop are settled at this point. In an agreement cannot be reached the controversy is turned over to the Joint Conference Committee.

These Committees, which have previously been mentioned, consist of five members and five alternates from each side. Every union has its own Committee and usually a different Committee is chosen by the League to deal with each union. It has been customary for the League and the unions to appoint their committee representatives from among their most capable members and such representatives normally hold office during the life of a contract. The Committees may meet separately or jointly when considering a case. Their prime purpose is, as has been stated, to deal with all disputes arising under the contract. Such a Committee must act within five full business days after a controversy has been referred to it and must reach a decision within ten full business days after receiving the case. A majority vote of each part of the Committee is necessary to a decision. If such a decision cannot be reached within ten days, or if it proves unsatisfactory to either side, an appeal is allowed to an arbitrator. In actual practice however the decision of the Committee is usually accepted as final and very few appeals are made from their findings.

It is difficult to estimate the number of cases handled by such Committees each year for that must depend upon the number and type of disputes which arise, which in turn depends upon existing economic conditions, leadership, and other factors. However under normal conditions perhaps six or seven cases a year for each union might be taken as an average.

Special joint committees exist for handling questions of discharge and apprenticeship. Those committees having control over questions of discharge consist of three members from each side and their decision is final. If no decision can be reached the committee then selects a seventh member and the decision of the committee thus constituted is final. If it is unable to agree upon a seventh member he is selected by the Presiding Judge of the Appellate Division of the New York Supreme Court of the First or Second District. The apprenticeship committee consists of five representatives from each side and its decisions are final on all matters concerning apprentices.

If either party desires to make an appeal from the findings of the Joint Committee that party must notify the other within five days after the decision has been rendered and must file a written statement setting forth the grounds for the appeal within ten days after the decision has been rendered. The Joint Committee then selects an arbitrator by a majority vote of each part. If the Committee cannot agree upon an arbitrator within fifteen days then each side selects an arbitrator and the two so selected choose a third. The decision rendered by such an arbitrator or board of three arbitrators is final. The method of procedure before the arbitrator will be considered later under the discussion of arbitration in the formation of contracts.

The machinery for the peaceful settlement of disputes arising under a contract has now been considered in all its stages. It necessarily has to handle many difficulties but most of these are settled by the parties directly concerned or by the Secretary of the League and the President of the Union. Few get as far as the Joint Committees and not more than three have been taken as far as arbitration during the entire life of the League. As time goes on even the number of disputes coming before the Joint Committees becomes less for the Shop Rules and Wage Scales Contracts between the League and the unions differ very slightly from time to time and consequently almost all their provisions have been interpreted and are well understood by both parties. Thus the necessity for interpretation either by the Joint Committee or by an arbitrator is slight. The future will probably see an increasingly large number of cases

settled in the shop or by the heads of the two organizations concerned.

The only criticisms concerning the settlement of such disputes have to do with the selection of the arbitrator and the fact that the unions win most of the cases before the Joint Committees. The first of these will be discussed later and the second seems to be due to the fact that the unions only send to these Committees those cases which they are fairly sure of winning. In general, however, the machinery and procedure seems to have given satisfaction and to have successfully met the demands which the industry has placed upon it.

The machinery for the settlement of disputes arising during the formation of a contract is more simple than that just discussed but the stress placed upon it is much greater because the issues with which it deals are more vital to the parties concerned. As a consequence it is also subject to more criticism than the machinery for the settlement of interpretative differences.

The formation of a new contract is usually taken up by joint committees on which the League and the Union have equal representation. The personnel of these committees is frequently but not necessarily the same as that of those which deal with the interpretation of the contract. These joint committees frequently reach an agreement on all points, occasionally however one or two points cannot be decided and these are referred to arbitration. With but three exceptions during the history of the League such points have had to do solely with wage scales. It is interesting to note that almost all parties concerned regard arbitration as much better fitted to deal with wages than with shop rules or working conditions. The Presidents of Typographical Union No. 6, Pressmen's Union No. 51, and Press Assistants' Union No. 23, and the officials of the Printers League all state that in the formation of a contract they consider arbitration best suited to deal with wage disputes and would with great reluctance allow other disputes to be arbitrated. Shop practices and working conditions, they say, should be settled within the industry and in the past have always been settled satisfactorily by the parties concerned.

Arbitration is thus narrowed to one or two points which almost without exception deal with wages. These points are definitely set forth in a statement of facts and the arbitrators are cautioned to deal with them only. Both sides seem to be afraid that some arbitrator may step outside the set bounds and attempt to deal with points other than those specified. As the Secretary of the Printers League says: "We don't want some one to come along and try to save the industry, we can do that ourselves. Arbitration is only used as a last resort and should deal only with the points specified." The various union officials express the same view and point to the Landis award in the building trades of Chicago and a recent award in the newspaper industry of New York as horrible examples of what may happen when arbitration is not limited and an arbitrator sets out to reform an industry. Thus the arbitration proceeding covers only a few definitely specified points, usually wages.

After the parties have agreed to submit a certain point or points to arbitration they again turn to the joint committees for the selection of the arbitrator or arbitrators. In many instances a board of three arbitrators is used in cases involving the formation of a contract but "Big Six" and a few of the other unions use only one even under these circumstances. Within the committee each side starts by presenting a panel of five names. These lists are then proposed and each side is permitted to scratch names without giving any reason. Often many panels are exhausted before a name is finally agreed upon. If they regard the case as important each side in the first few panels is likely to present the names of men whom it feels will lean slightly toward its side. The length of time required and the ease or difficulty of selecting arbitrators always depends upon the importance of the issue to be settled, however sooner or later such arbitrators are agreed upon. These arbitrators are drawn from a variety of different walks of life, for example, among those who have served we find: Mr. Murphy, President of Typographical Union No. 6; Mr. B. Peele Willett, a former employing printer; Professor W. F. Ogburn, Professor of Political Science at Columbia University; Dr. G. W. Kirchwey, a lawyer and professor of the law; Dr. W. W. Leiserson, economist and industrial relations expert; Mr. Raymond B. Fosdick, a lawyer; Judge A. J. Talley,

lawyer and former criminal court judge; Mr. George Girdin Battle, lawyer; Dr. John L. Elliot, teacher and social worker, Judge M. T. Manton, lawyer; Dr. Charles Stelzle, writer and sociologist; and Mr. J. A. Fitch, Director of Industrial Courses, New York School for Social Work.

The arbitrators being selected, the date for the first hearing is set and the briefs prepared. These briefs are very elaborate and contain a large amount of data covering all possible points. In their preparation both sides frequently get outside assistance, for example The Labor Bureau, Inc., frequently aids the unions in preparing their briefs and serves as an economic adviser, while the Typothetae frequently assists the league.

At the first hearing the method of procedure is decided upon and the briefs presented. The presentation of the briefs is usually the task of some of the officers of the organizations represented, although they may employ counsel for this purpose provided such counsel is not of the legal profession. The briefs being presented the hearing is adjourned and a considerable time, often several weeks, is allowed for the preparation of rebuttals. These rebuttals are quite long and are in writing, they cover all points touched upon in the original brief. After the rebuttals have been presented each side is allowed an oral sur-rebuttal which closes the argument. A few days are then allowed the arbitrator to prepare his decision which is usually brief covering only the award and the reasons for it. The presentation of the award concludes the proceedings as the parties themselves take care of the enforcement of its provisions.

In answer to a questionnaire sent out to a number of representative members of the Printers League the only criticism brought against the machinery of arbitration had to do with the selection of the arbitrator but this criticism was almost universal. In somewhat the same connection Mr. George J. Anderson, former Secretary of the Printers League, criticized the unions, especially "Big Six," saying that with them the selection of an arbitrator was both the beginning and the end of arbitration and that they would delay the proceedings or go to any extreme to secure a man whom they believed favorable to their point of view. Mr. Silcox, the present

Secretary of the League, points out that the difficulty of selecting an arbitrator depends upon the importance of the question at issue but that it has never been impossible to select one and usually a capable one has been secured. Among the criticisms of the employers only one was constructive, namely that the arbitrator be selected at the time of the formation of the arbitration contract to serve through the life of that contract. This however is objected to by others on the ground that if an arbitrator were always ready to serve there would be a temptation to refer more and more disputes to him rather than settle them between the parties concerned. Regardless of the criticism there seems to be little likelihood of any change in the method of selecting the arbitrator as both the union officials and the League officers approve of the one now in use.

The arbitration machinery used in disputes involved in the formation of a contract is thus simple and although it is subject to some criticism yet the fact that it has continued to function with almost no change since 1906 indicates that it must have served with at least a fair degree of efficiency. The procedure of arbitration as differentiated from the machinery has grown up gradually as the result of experience; it has developed in such a way as to best serve the peculiar needs of the industry and has proven well fitted to meet the demands placed upon it.

It would be well to again emphasize that the will to arbitrate or to peacefully settle differences is more important than the machinery by which that will is made effective. Nevertheless successful machinery is a distinct aid to arbitration in that it enables the parties to carry out their desire in an orderly manner and with a minimum of friction. In the industry under consideration it may well be assumed that the machinery now in use has, at least in some degree, added to the success of arbitration and peaceful relations.

# CHAPTER IX

## The Principles or Bases of Arbitral Wage Settlements in the Book and Job Printing Industry of New York City

As the great majority of arbitration cases in the book and job printing industry have been concerned with the formation of contracts and as all but two of these have dealt with wage adjustments, an analysis of these decisions should indicate the bases or principles of wage settlements, if such exist.

Although the determination of the principles underlying interpretative settlements would be of great value yet such determination seems impossible in the industry under consideration due to the fact that records are available of but three such cases and these three dealt with different subjects.

The formative decisions are remarkable for the uniformity with which wage adjustments are based upon certain definite factors. The factors most frequently mentioned in the awards in this connection are variations in the cost of living and in the economic condition of the industry. These two are almost always considered jointly and have formed the bases for decisions both raising and lowering wages. Other factors which occasionally appear but which receive comparatively slight attention are, the establishment of a basic living wage, changes in the amount of skill required, the movement of wages in other industries in New York City, the movement of wages in the same trades in other markets, and the degree of unionization in the trade affected.

The dependence which arbitrators appear to have placed upon variations in the cost of living and in the economic condition of the industry is well illustrated by the following quotations from numerous representative decisions.

In one of the earlier cases, namely that between the Printers League and Franklin Union No. 23, Mr. B. Peele Willett, the arbi-

trator, says in his decision: "My knowledge of conditions prompts me in saying that the printing industry, and this is true of other lines of trade, has not as yet recovered from the panic of 1907. This is augmented by the success of the unions in shortening hours of labor and their increase in wages during the past four years, and this has undoubtedly in many localities tended to force a large amount of printing to drift from the larger centers to outlying or nearby and less perfectly organized districts. I believe that so substantial an increase in wages, coupled with the proposed further reduction of the hours of labor for night work, as now suggested by the Franklin Union, would prove a far greater burden than the employers could stand and that in turn it would prove retroactive as to the employees themselves.

"However I believe that the minimum scale of $16.00 now paid to the members of the Franklin Union is not quite in accord with the increased cost of living. And therefore . . . I do not hesitate to suggest to this body that a small increase be arranged, but not one that by its magnitude would prove a detriment to the industry by placing a still greater burden on the employers."*

In a 1920 case between the League and Typographical Union No. 6, Dr. George W. Kirchwey, the arbitrator, points out that the dispute arises under an agreement which provided that wage scales may be opened every six months and adjustments made in accordance with changes in the cost of living and the economic condition of the industry. He goes on to say, "Turning now to the increase in the cost of living from January first to the date of readjustment, October first, the only reliable data are those furnished by the United States Bureau of Labor Statistics covering the first six months of the period, which fixes the increase at 7.55% for the City of New York, and this may fairly be taken to represent the state of the case at the date of readjustment. While we cannot shut our eyes to the fact that there have been recessions since June in some of the items which make up a family budget, these have not been considerable in amount and have in some degree been balanced by a general increase in rents. There are, indeed, indications that

*Franklin Union, No. 23 vs. The Printers League of America, September, 1911.

there may be a more substantial reduction in living costs with the exception of rents, during the next six months, but this is too problematical and speculative to be considered as an element in the award now to be made."

"The other factor in the problem — the economic condition of the printing industry — is harder to appraise. There is no index number to show the degree of its rise or decline nor accepted standard of what constitutes a state of prosperity in the industry. It is obvious that the industry must bear the burden of proof by establishing the fact that it is not in a condition to stand such an increase in wage scales as the increase in the cost of living would, in and of itself, seem to justify. While the industry need not, to sustain this burden, prove that it would be forced into bankruptcy or even seriously embarrassed to maintain itself, it is not enough to show that is business is not up to the standard of prosperity of the last few years or of the first nine months of the present year and that it is facing a further decline. It may be in a position to absorb this decline with a reasonable increase in the wage scale without any serious impairment to its activities or its prosperity. . . ."

"In view of all the considerations above set forth it is the opinion of the arbitrator that the increase in the cost of living justifies a moderate increase of $5.00 in the present wage scale and the industry should be able without embarrassment to sustain this addition to the present cost of operation, the award to be retroactive to October 1, 1920."*

Instances in which the two factors, changes in the cost of living and in the economic condition of the industry, have been applied in the reduction of wages are not lacking although they are less numerous than cases in which they have been applied to increases.

In the case of Printing Press Feeders' Union No. 1 and Paper Handlers' Union No. 1 vs. the Printers League, Professor W. F. Ogburn, Mr. R. B. Fosdick and Mr. A. T. Burns, acting as arbitrators, applied these bases in their decision. This case arose under a provision in the contract which permitted readjustment of wages

*Typographical Union, No. 6 vs. Printers League Section of the New York Employing Printers Association, Inc.—1920.

every six months, such readjustment to be based on changes in the cost of living and in the economic condition of the industry. They say, "In making use of the foregoing analysis and evaluation to arrive at a decision the arbitrators are of the opinion that the existing contract does not mean that a decrease in 'money' wages, still less in 'real' wages, can be justified merely by the fact of a decrease in the cost of living, regardless of the economic condition of the industry. If exceptional profits, such as seem for instance to have been made in the recent probably unprecedented prosperity of the printing industry, at present existed, the arbitrators might be justified in raising still further the 'real' wages of the employees by keeping 'money' wages at least at the same level in the face of a declining cost of living or even in raising 'money' wages. However this condition does not appear to exist. There is a real depression in the industry. Therefore if the 'money' wages of the employees were kept at the same level they would be receiving an advance in 'real' wages in a period when the industry was suffering from a depression.

Therefore after a careful consideration of the facts of the cost of living, of the evidence of the economic condition of the industry, and of the nature of the contracts, the conclusion of the arbitrators is that the wages of the Job Pressmen should be set at $38.50, of the Press Assistants at $37.50, of the Job Press Feeders at $28.00 and of the Paper Handlers at $33.00, effective April 1, 1921."* These rates mark a slight decrease over those previously existing.

These decisions and the factors upon which they are based are typical of the great majority of those handed down in the book and job printing industry. Arbitrators, from the earliest recorded cases until the present, have in the great majority of cases given as the factors upon which they based wage adjustments changes in the cost of living and in the economic condition of the industry. The first of these can be determined with a fair degree of accuracy from

*Printing Press Feeders' and Assistants' Union No. 23, Job Pressmen's and Job Press Feeders' Union No. 1, and Paper Handlers' Union No. 1 vs. Printers League Section of the New York Employing Printers Association, Inc.—1921.

statistics furnished by various private agencies and by the United States Bureau of Labor Statistics. The second, namely the economic condition of the industry, has proven far more difficult to determine. The economic condition of the industry in the sense that it is used in the arbitration proceedings obviously means the ability of the industry to pay wages in greater or less amounts. The evidence which has been put forward by the two sides in an effort to state this ability has included; interest rates; cancellation of orders; the liquidation of surplus stocks; the falling off of returns on investments; unemployment in the industry; volume of stock and bond sales; the amount of overtime and night work in the industry; advertising rates in magazines; magazine circulation; bank clearings; changes in automobile prices; the amount of printing sent away from New York City; failures in the printing industry; the price of machine composition; and many others. These were usually picked out at random and no conclusive relationship was demonstrated between those put forward and the ability of the industry to pay a given wage scale. They were far more confusing than convincing to the arbitrator who was left to draw his own conclusions. In 1925 Dr. David R. Craig of the University of Pittsburgh published the results of a study in which he endeavored to find some means of measuring the economic condition of the industry in order that it might be of service in future arbitration cases. In his conclusion he points out that one of the many difficulties is in determining what constitutes a reasonable profit to be allowed the owners on their investment. As this must of necessity be a matter of opinion accurate measurement is, in one sense, impossible. However he performed a decided service by demonstrating a relationship between production and profits, by pointing out the part of the business cycle in which profits disappear, and by showing how to tell when this part of the business cycle is approaching. In short he has aided the two parties concerned and future arbitrators by providing sufficient information so that arguments concerning the economic condition of the industry may, in the future, be based on related facts rather than on guesswork.*

*Dr. David R. Craig—"The Economic Condition of the Printing Industry in New York City"—Published by New York Employing Printers Association, Inc.—1925.

Other bases for wage changes are occasionally referred to in the awards. In the case of Printing Pressmen's Union No. 51 vs. the Printers League, Professor W. F. Ogburn, acting as neutral arbitrator, points out the importance of wage differentials between the crafts, saying, "The interrelationships of the different crafts in the matter of skill and wages is of course of great importance. The arbitrators recognize the value of the Pressmen to the Industry, but the arbitrators are limited in making special recognition in financial compensation by the terms of the contract and by the fact that this arbitration applies only to the Pressmen."*

The relation of skill to wage differentials and the difficulty of dealing with this problem under separate wage arbitrations is discussed in the case of Mailers' Union No. 6 vs. The Printers League. The following paragraph is found in the decision: "In the first place a good deal of dissatisfaction was expressed with the differentials existing between the wages of the various crafts in the industry. The Board has no authority under the existing contract to consider this question. Moreover differentials between various crafts could be adjusted with reference to skill and ability required only if one board were arbitrating the cases of all the crafts. Had this been done, or had the three arbitrators who sat in the eight cases acted as one board, it is possible that a better adjustment might have been made in the rates of pay for the various crafts with respect to the differentials between them. . . ."†

Skill was considered in a slightly different connection in a case between Bindery Women's Union No. 43 and the Printers League. In his decision Mr. Charles Stelzle, the arbitrator, says: "The question of skill and the use of machinery formed an important part of the discussion, particularly on the part of the League, which declared that the introduction of labor-saving machinery had decreased the necessity for skill in bindery work, thus justifying in part the decrease in wages paid to the Bindery Women. However, a visit to a number of printing plants in the city demonstrated quite

*Printing Pressmen's Union No. 51 vs. Printers League Section of the New York Employing Printers Association, Inc.—1921.

†Mailers' Union No. 6 vs. Printers League Section of the New York Employing Printers Association, Inc.—1920.

clearly to the arbitrator that practically no new machinery had been introduced in these plants in years, and where machinery was being employed, the increased strain and monotony of the task and the dexterity required, justified the wages paid such operators."*

Thus the factor of skill, whether used in determining wage differentials or in relation to the introduction of labor saving machinery, while frequently discussed is only occasionally referred to in the awards as a major reason for changing wages. However there seems to be an increasing tendency to stress this factor especially during periods of economic stability.

Few decisions have been found in which the establishment of a basic living wage has been used as a factor in making wage adjustments. The decisions, however, occasionally contain references such as the following: "Both the League and the Union discussed the question of a living wage in their presentations. It is granted, as has been pointed out in previous arbitrations, that it is extremely difficult to arrive at what constitutes a living wage, because of the multiplicity of elements which enter into the question, but it may be set down as a fundamental principle that the first charge against any industry is the wage to be paid to its workers and that such wages should permit the worker to live in the degree of comfort commensurate with his position in life. The standard of living for the Bindery Women should be that of the American type of woman, because practically all of them are American born, though mostly of foreign parentage."†

Although the factor of a basic living wage is seldom referred to in present-day decisions, union leaders point out that it was of greater importance in the past as the earlier cases would show if records were available. It is also mentioned in many of the briefs presented by the two sides and undoubtedly has been taken into consideration by many of the arbitrators. Among the greatest difficulties in the use of this basis have been the differences of opinion

*Bindery Women's Union No. 43 vs. Printers League Section of the New York Employing Printers Association, Inc.—1925.

†Bindery Women's Union No. 43 vs. Printers League Section of the New York Employing Printers Association, Inc.—1925.

as to what constitutes a living wage or a proper standard of living.

The trend of wages in other industries is a factor frequently stressed in the briefs of both sides but concerning which no direct reference has been found in any of the decisions. For example in the proceedings before Judge A. J. Talley, in 1922, the League in its brief discussed the movement of wages in such other industries as: clay and glass products, metals and machinery; paints; oils; textiles; clothing; etc.* Many of the arbitrators and the leaders of the Printers League and the unions stated that they considered this as one of the most important factors to be considered but evidence is not available that it was ever referred to in any decision.

The trend of wages in the printing trades in other markets is another basis frequently discussed in the briefs. In the proceedings before Judge Talley, which has just been referred to, the League brief points out the movements in printers wages in such other cities as Newark, Albany, Columbus, Indianapolis, Dallas and Kansas City. In the same case the union brief refers to wage changes in seventy other cities. In the proceedings before Dr. Elliott in 1921 the union in its rebuttal brief discussed the trend of compositors' wages in over one hundred other markets.† Numerous other instances occur where this factor has been stressed in the briefs but none have been found where the arbitrator referred to it in his decision.

Another factor which has at times been considered in the briefs and referred to in the decisions is the degree of unionization in the trade and the effect which this may have on the employers in their competition with non-union houses. In a recent decision the arbitrator, Mr. Charles Stelzle, discussed it in the following manner: "Considering now the question of competition due to the unorganized condition of the Bindery Women as the ground for 'cut-throat' competition, it is recognized that this situation has undoubtedly brought considerable difficulty to members of the League who

*Typographical Union No. 6 vs. Printers League Section of the New York Employing Printers Association, Inc.—1922.

†Typographical Union No. 6 vs. Printers League Section of the New York Employing Printers Association, Inc.—1921.

employ Bindery Women. The League frankly states that if the women were better organized, it would be easier for the League to meet outside competition and that it would be more ready to make contracts with the union itself, because they would then be in a position to fix the prices paid for work done in the bindery. . . ."

"Nevertheless, it should be recognized that the League members who employ union Bindery Women have for some years faced a situation which should have the sympathetic interest of the union workers and they, in turn, should lend every aid possible, both as workers and trade unionists, to make the burden lighter for their employers."

"This situation has been so serious that for this reason, also, the full amount asked for by the Union could not be granted."*

From this survey it is evident that if the factors assigned by the great majority of arbitrators as their reasons for the adjustments of wage rates are to be accepted as the real bases for wage settlements they narrow down to two, namely, changes in the cost of living and the economic condition of the industry. These factors are almost always considered jointly but the emphasis given them by the two sides depends upon the peculiar conditions existing at the time of the hearing. If the cost of living is rising the unions will stress this point while the employers will lay much weight upon the economic condition of the industry. If, on the other hand, the cost of living is decreasing this point will be stressed by the employers while the unions will attempt to show that the industry is well able to pay at least the existing rates. Other factors such as a basic living wage, the trend of wages in the printing trades in other markets, the trend of wages in other industries, changes in the amount of skill required in relation to the fixing of wage differentials and the introduction of labor-saving machinery, and the degree of unionization within the trade, have frequently been mentioned in the briefs of both sides but they have seldom been referred to in the decisions as the actual bases for the fixing of wage rates. Undoubtedly however these elements

*Bindery Women's Union No. 43 vs. Printers League Section of the New York Employing Printers Association, Inc.—1925.

have frequently been considered by the arbitrators and have borne some weight in determining their decisions.

Certain bases or principles of wage settlement, which correspond very closely to those just noted, are included in the "Cardinal Points of a Labor Policy" as drawn up and adopted by the International Joint Conference Council. These points are as follows:

First: That the industry frankly recognize the cost of living, as compared to 1914, as the basic factor in wage adjustments.

Second: The industry to pay at least a reasonable living wage; scales below this to be adjusted in frank recognition of the basic principles involved.

Third: That when not in conflict with existing laws of a constituent body, local contracts be for a period not less than three years, and include a clause providing for annual readjustments of wages based on the cost of living, as determined by authorities jointly agreed upon, and upon the economic conditions of the industry at the time of readjustment.

Fifth: That controversies over wages, hours and working conditions between employers and employees can and should be settled without resorting to strikes or lockouts, through voluntary agreements to refer disputes, where unable to settle them through conciliation, to joint boards of arbitration composed equally of employers and employees, provision being made for an impartial arbitrator if necessary.*

It will be noted that point four is omitted from the above list. This point, which was originally included but later dropped, dealt with the determination of the economic condition of any unit of the industry through the installation of a standard accounting system.

The three bases stressed by the International Joint Conference Council were thus, a living wage, variations in the cost of living with 1914 as a base, and the economic condition of the industry.

*International Joint Conference Council—"Constitution and Activities"—p.11.

As the last two of these at least are the ones most stressed in the decisions in New York City it would seem that the local arbitrators had the approval of the national industry in regarding them as most important.

The discussion up to this point has concerned the bases of wage settlements as set down in the decisions of the arbitrators and as stressed by the International Joint Conference Council. The question then arises as to whether these are the only, or even the most important, factors considered in handing down an award. To answer this accurately is extremely difficult for it would imply that one had the power to look into the minds of the arbitrators and determine and weigh the various factors which are responsible for particular decisions. However by opinions expressed by the arbitrators themselves and by others closely connected with the arbitration proceedings it is possible to arrive at some conclusions concerning these points.

In an additional effort to arrive at the bases used, questionnaires were sent to those arbitrators who had served since 1916 asking what they regarded as the most important factors to be considered in arriving at a wage decision. Seven replies were received. These seven men served in seventeen out of a total of thirty-one arbitration proceedings held during the period covered. Differences in opinion were evidenced by the replies but almost all declared that changes in the cost of living, the economic condition of the industry and the degree of skill required were of the utmost importance. Other factors stressed by certain of the arbitrators were a basic living wage, the trend of wages in similar industries and the trend of wages in the same trades in other areas. The majority of these men not only indicated that these were the most important bases which should be considered but also that their decisions were based on them. It thus seems evident that not all the important factors were mentioned in the formal awards. Such prominent ones as the basic living wage, the degree of skill required and wage trends in other industries and other localities played a part in the determination of the decisions but were not mentioned by the arbitrators.

These same arbitrators were asked whether they took into con-

sideration the relative bargaining power of the two sides and their possible attitude towards the award in arriving at a decision and with one exception they replied that they considered these points and regarded them as most important. For example, Mr. George Gordon Battle writes: "In arriving at a decision arbitrators should take into consideration the relative bargaining strength of the two sides and their possible attitude towards the award. Arbitration is a practical and not a theoretical procedure, and all the actual facts should be considered." Another arbitrator says: "In arriving at a decision I do take into consideration the relative bargaining strength of the two sides and especially their possible attitude towards the award." Thus while the bargaining strength of the two sides and their possible attitudes towards the awards are hardly bases for wage decisions, in the ordinarily accepted sense of the term, yet they are factors which have been given weight in the great majority of cases and which have played an important part in the determination of the decisions.

Another point of view towards the formulating of the awards is put forward by a number of employers and some few union officers, who take the position that arbitrators seldom consider any definite bases but arrive at their decisions largely by a system of compromise or splitting the difference between the demands of the two sides. In answer to a questionnaire sent out to twenty-three representative employers, who are members of the Printers League, the majority stated either that certain bases were occasionally used but that most decisions were the results of compromise or that in all cases the awards represented a compromise or a splitting of the difference. The following three answers are typical of those received: "It is the writers opinion that a definite effort is made to secure through arbitration the settlement of disturbances on the basis of certain principles when practical. However such settlements are usually in the form of a compromise or a splitting of the difference between the extremes of the parties involved." "In our opinion wage arbitrations are rarely settled on the basis of certain definite principles." "I believe that during the past generation all wage arbitrations in New York City have been settled on the basis of compromise or splitting the difference."

This belief seems to be wide spread throughout the industry and is further evidenced by the frequent practice of both sides of countering the demands of the other party for a wage change in one direction by the demand for an equal change in the opposite direction. This practice has not been universal but it has been sufficiently frequent to indicate the belief that the arbitrator is likely to split the difference between the demands of the two parties.

Those who contend that all the awards are the result of a mere splitting of the difference fail to recognize that the result may be a compromise between the claims of the two parties even if the arbitrator bases his decision upon such factors as changes in the cost of living, the economic condition of the industry, or the relative bargaining strength of the two sides. It is, however, possible that arbitrators have, at times, sought to hand down their awards on the grounds of strategy or expediency and have done so by simply splitting the difference between the demands of the parties.

From this survey it may be seen that, according to the wording of the awards and the statements of many of the arbitrators, changes in the cost of living and the economic condition of the industry have been the bases most widely used in arriving at wage awards. In this connection the officers of the Printers League point out that changes in the cost of living as a factor in wage decisions has perhaps been over stressed because the majority of arbitration cases between the League and the unions came in periods of economic change. During such times this basis has been used in the attempt to so change money wages that real wages will remain the same. However during periods of relative economic stability the importance of this factor diminishes decidedly and such bases as the relative bargaining strength of the two sides, the amount of skill required, and the economic condition of the industry play the major parts in determining awards. At all times however such factors as the amount of skill required, the fixing of a basic living wage, and the trend of wages in other industries and in other localities have been considered important by various arbitrators and have been discussed in the briefs of the unions and the League. Not mentioned in the awards but, according to the arbitrators, playing an important part in the decisions were the elements of the bar-

gaining strength of the two sides and their possible attitude towards the award. It is possible also that expediency has led to a mere splitting of the difference or compromise. It seems evident that the great majority of the arbitrators seek, in their own manner, to achieve results which will add most to the present and future well-being of the industry as a whole and in so doing base their awards on the weighing of many of these factors and possibly others not mentioned. To give each of these its true weight would imply the ability to analyze the mind of the arbitrator at the time the decision was being considered. This being impossible, the most that can be said is that all these factors seem to have played important parts at different times and with different arbitrators in fixing wage awards.

# CHAPTER X

## The Results of Industrial Arbitration in the Book and Job Printing Industry of New York City

Having considered the background of industrial relations in the printing industry and its experiences with arbitration during the years from 1906 to 1926 it now becomes possible to discuss the results achieved by arbitration. Any such study must of necessity be difficult and imperfect because frequently arbitration is but one of many factors which have aided in bringing about certain results. A few effects can, however, be ascribed largely to arbitration and are sufficiently important to warrant careful consideration.

The prime purpose of arbitration or of any agency for the preservation of industrial peace is the prevention of strikes and other labor disturbances. The exact contribution of arbitration in this direction is difficult to determine accurately as other influences frequently enter in which tend to increase or decrease the number of open breaks. It is however both possible and desirable to make some evaluation of the contribution of arbitration towards this goal.

As has been noted the existing system of arbitration has been in operation for over eighteen years. During this period only two disturbances occurred to disrupt the industrial peace and these came in a period of abnormal conditions during and immediately following the World War. Two strikes in eighteen years and each involving only one international union and lasting but a short time seem but a small number in an industry of the size and complexity of the Book and Job Printing Industry of New York City.

However, before this can be taken as an indication of the success of arbitration some comparison must be made of the number of breaks before and after the formation of the Printers League. As accurate data were lacking for the period preceding 1906 an effort

was made to get the opinions on this point of employers who have been active in the New York area for a number of years. The opinions of ten employers were secured and nine out of the ten reported that there had been a decrease in disturbances since the present system of arbitration was introduced. For example, Mr. Edward A. Kendrick, Vice-President of Andrew H. Kellogg Co., reports that, "The practice of industrial arbitration in the League has unquestionably resulted in a decrease in the number of disturbances." Mr. T. S. Walling of the McGraw-Hill Company, Inc., also says that arbitration has reduced the number of disturbances and that the printing industry in New York City would probably have been involved in a strike over a wage adjustment in 1924 had it not been for the agreement set up in the contract to arbitrate. These replies are typical of those received and of those obtained in interviews with other employers and may also be said to represent the opinion of the officials of the Printers League.

Thus from the fact that only two breaks have occurred in eighteen years and from the opinions of many of the older and leading employers it may be assumed that arbitration has proven successful in materially reducing the number of strikes and other disturbances. When it is remembered that the period covered contained the abnormal years during and immediately following the World War the result becomes all the more noteworthy.

A second result which it seems well to consider is the influence which the use of arbitration has had upon the spirit prevailing within the industry or upon the attitude of the two parties towards each other. In other words the question arises as to whether arbitration has brought about a better feeling and closer cooperation between the employers and the unions. Here again other factors have exerted an influence and it becomes almost impossible to determine just what portion of the result can be attributed to arbitration.

Unquestionably there has been much better feeling and much closer cooperation between the unions and the employers since 1907 than before although as some employers point out this cooperation might well be extended. The old spirit of bitterness and hostility

engendered by frequent strikes is passing and although traces of it still remain it plays a less important part than formerly.

The two parties have demonstrated the willingness and ability to cooperate. This is shown especially by efforts to raise the standards of the industry within the city. Very efficient schools for the training of apprentices have been established, being jointly managed and financed by the League and the Pressmen's and Compositors' Unions. Much stress is placed on this cooperation by the Secretary of the Printers League and the union officials.

The fact is unquestioned that a better spirit has grown up within the industry since the organization of the Printers League and that cooperation has become more common. Although it is impossible to accurately determine just what part arbitration has played in this yet the prevailing opinion within the industry seems to be that by preventing open breaks and by bringing about an exchange of points of view it has undoubtedly contributed to this result.

The higher wage scales within New York City and the severe shop rules and regulations there imposed by the unions are other results frequently attributed to arbitration. It is further contended that these higher wages and restrictive regulations act as a severe handicap to New York printers in competition with other centers and even with non-union firms within that area.

The fact that wages are higher in New York City than in any other producing area in the country is admitted by both the employers and the unions. Mr. Charles Stelzle in handing down an arbitration award in 1925 points out that the League asked for a decrease in wages "because the New York scale for Bindery Women is by far the highest in the country. The Philadelphia scale is $7.50 below the New York scale; Boston $6.80 below; Albany $5.00 below; Chicago $4.50 below; and numerous other centers directly competitive with New York also below."* This fact was not denied by the union.

*Bindery Women's Union No. 43 vs. Printers League Section of the New York Employing Printers Association, Inc.—1925.

In 1926 Mr. Isaac H. Blanchard of the Blanchard Press, Inc., gives the following list of union rates for compositors in various cities.

| | |
|---|---|
| New York | $54.00 per week |
| Philadelphia | $43.00 per week |
| Buffalo | $40.00 per week |
| Pittsburgh | $44.00 per week |
| Portland, Me. | $34.00 per week |
| Worcester, Mass. | $35.00 per week |

These illustrations are typical of the variations which exist between the union wage scales in New York City and those in other cities. As the number of days worked per year is equal to the average for the country the actual yearly wage paid to the worker in New York is greater than that paid in any other center.

It is contended by some that local shop rules and regulations are more restrictive in New York than in competing areas. This is said to apply especially to such points as the number of men on certain machines. However, but little evidence was offered on this point so that less importance must be attached to it than to the higher wages.

These factors seem to have been partially responsible for the movement of certain important units of the industry out of the city and to supposedly more advantageous locations. Such a movement is admitted by the unions and the officers of the Printers League although in some quarters it is not regarded as extremely serious. The following is a list of important members of the Printers League who have left the city within the past few years.

| | | |
|---|---|---|
| Harper Brothers | to | Camden, N. J. |
| Williams Printing Co. | to | Albany, N. Y. |
| Carey Printing Co. | to | Bethlehem, Pa. |
| Art Color Printing Co. | to | Dunellen, N. Y. |
| Acme Manufacturing Co. | to | Tuckahoe, N. Y. |
| Colliers | to | Springfield, Ohio |
| McCalls | to | Dayton, Ohio |
| Methodist Book Concern | to | Dobbs Ferry, N. Y. |

In answer to a question put to a number of employers as to whether the employing of union workmen under the New York union scale of wages and working conditions imposed any hardship on them in competition with local non-union houses and with outside centers a variety of answers were received. Some companies reported that these factors did not serve as any handicap to them. Others stated that these conditions imposed no hardship in competition with local non-union houses but that they did impose a very considerable handicap in competition with out of town houses. Still others said that the wage differentials served as no handicap but they were hampered by restrictive union rules. The concensus of opinion seemed to be that either one or both of these factors served as detriments in competition with out of town competitors.

Assuming that the higher wage scales and restrictive shop conditions to be found in New York imposed a handicap upon the unionized portion of the industry within that city, the question then arises as to what part, if any, arbitration played in bringing about these conditions. The answers to this were for the most part vague and unsatisfactory. A number of employers seemed to feel that it played some part but were unable or unwilling to estimate its importance. So many factors such as differences in the cost of living and in union strength aided in bringing about these results that any attempt to measure the influence of arbitration in this connection is impossible. It would seem that the stronger unions such as the Compositors' and Pressmen's organizations had the power to secure at least the present wage scales and shop rules without the aid of arbitration but it is doubtful whether the weaker unions could have secured these advantages without this aid as the bargaining power of these bodies was far below that of the Printers League. For example in 1914 Bindery Women's Union No. 43, which has been one of the weakest local unions, had no arbitration contract or other agreement with the League and the women in that trade received a wage of ten dollars per week. An arbitration agreement with the League was concluded in 1916 and since that time the wages of the Bindery Women have been increased until today they receive $28.50 per week. It would thus seem safe to attribute to arbitra-

tion some part in securing higher wage scales for the weaker unions. Opinions differ concerning the desirability and justification of such increases but considering the low scales paid prior to the World War and considering the high cost of living in New York City it would seem that the arbitrators were fully justified in increasing both the monetary and real wages of the weaker unions.

The three results discussed, namely, the reduction in the number of labor disturbances, the improved spirit and increased co-operation within the industry, and the tendency to increase the wages of the weaker unions, are possibly not the only ones which can be attributed to arbitration but within the industry they are regarded as the most important.

The attitudes of the various elements of the industry towards arbitration may be regarded as an additional test of its effectiveness. The attitude of the officials of the Printers League is well expressed by its Secretary, who says that arbitration has proven a decided success by aiding materially in reducing the number of labor disturbances and by fostering better relations between the unions and the employers. The majority of individual employers approached spoke highly of the work of arbitration but occasionally pointed out that it had certain undesirable features. All but two of the employers questioned praised arbitration and said that their experience with it had not lessened their opinion of its value. One of the remaining two objected because the decisions were invariably in favor of the unions while the other one spoke highly of the contribution of arbitration in preserving industrial peace but stated that its results were not always just nor were they, in many cases, satisfactory to both sides. The concensus of opinion among employers, was, however, that arbitration had proven successful and they defined successful as meaning that it had reduced the number of strikes and brought better feeling in the industry. The only general criticism which they made of its operation was that it too frequently increased wages.

Union officers were less ready with praise than were the employers. President Rouse of Typographical Union No. 6 said that the chief contributions of arbitration within the industry were the

wage increases which it had brought to labor. The stand of this union with regard to fair arbitration, which has been previously discussed, indicates that they are not entirely satisfied with the present system. President Umstadter of Pressmen's Union No. 51 states that the chief contribution of arbitration has been the satisfaction of both sides in reaching a middle ground and an understanding, but says that he favors conciliation as a much better method of settling disputes. President Korn of Press Assistants' Union No. 23 says "our members are always skeptical about going into arbitration for the mere fact that most of these arbitrators are men who do not understand the business and the awards they have given have proven unsatisfactory." On the other hand Secretary Ahearn of Paper Cutters' Union No. 119 speaks highly of the results of arbitration and says, "I believe that the workers of an industry owe something to that industry itself; and in protecting our industry through peaceful methods of arbitration, I feel that we are protecting ourselves, since we depend on the industry at which we are employed for a livelihood."

In general the weaker unions seem to regard arbitration as having more value than do the stronger ones. This is natural as these weaker bodies have secured advantages from arbitration not otherwise obtainable. On the other hand the stronger unions might have been able at times to exact more favorable terms from the employers had arbitration contracts not been in force.

From the above discussion it may be seen that the most important results of arbitration in the industry under consideration have been to decrease the number of labor disturbances, to create a better spirit within the industry, and to serve as a factor which has contributed to the increasing of wage rates among the weaker groups. The contributions of this agency are regarded in a somewhat different light by the various elements within the industry. The officers of the Printers League regard its services as highly valuable; individual employers also stress its worth but point out that it has certain short comings; while union officials are divided, some regarding it as valuable while others criticise its operation. Although individual opinions concerning the importance of the results achieved differ yet there cannot be found today in any division

of the industry any sentiment for the abandonment of this agency, therefore its contributions must be regarded as sufficiently important to justify its continued existence.

# CHAPTER XI

## Summary of the Factors Influencing Industrial Arbitration in the Book and Job Printing Industry of New York City

Before concluding this study it seems desirable to bring together in a final summary the more important factors which have influenced arbitration and have aided in achieving the results considered in the last chapter. While it is impossible to accurately evaluate the importance of these yet it is possible to point them out and indicate something of their contributions towards industrial peace.

The type of industry itself seems to be one of the most important of these factors. As has been noted it is an industry made up largely of small units. This in most cases has made possible a close personal contact between the employer and his employees. The employee has an excellent chance to know his employer and many of the problems with which he has to deal while the employer is in close personal touch with the workman, frequently working beside him, and can know and appreciate his problems. Unquestionably this has led to a better spirit and better understanding between the two parties and has thus distinctly aided peaceful relations.

The high degree of local autonomy within the industry has also exerted some influence in that it has tended to create more competent local officials, especially within the unions. Such officials must decide and handle their own problems, for the most part, and consequently capable men are most frequently chosen to fill these positions. Occasionally a narrow minded and incompetent officer is chosen and the union is apt to reflect his point of view. This is one of the reasons which has caused the Printers League to require that all arbitration contracts be underwritten by the international unions. For the most part however the responsibilities are so great that men of real ability are chosen and this aids materially in bringing about better conditions.

The regularity of employment prevalent in the printing industry is another factor favorable to peaceful relations. In many industries seasonality of employment gives rise to a group of industrial problems which lead to constant friction. The absence of these problems in the industry under consideration has aided in smoothing the way for arbitration.

The type of workmen and employers to be found in the printing industry is another factor influencing arbitration. The workmen are of a high type and mostly American born. Such trades as the compositors and the pressmen require a high degree of skill necessitating education and a long period of training. These conditions have tended to make the workmen in the printing trades more conservative and less given to direct action than those in many other lines of industry. Also many workmen hope to own their own shops in the future and this has the effect of making them more appreciative of the problems of management. The employers who compose the Printers League are mostly broad minded, capable men. Many of them have risen from the union ranks and are thoroughly familiar with and can appreciate the problems of the workman. They have exerted a continued and powerful influence towards improved conditions and better industrial relations within the industry. The types of employers and employees have thus made it easier for the two groups to get together and settle their controversial issues peacefully.

The type of leadership to be found within the unions and the Printers League is another factor exerting an important influence upon arbitration. The officials of the League speak most highly of the local union officers. Many employers are of the same opinion although some criticise certain acts of these leaders. The leadership of the Printers League has been of unusually high quality. Men of wide experience and breadth of vision have guided the policies of that organization and have selected Secretaries to carry out these policies who have also been men of unusual ability. This high quality of leadership has exerted a profound influence upon the printing industry since the early days of the past century and has been responsible for devising a mechanism for the handling of industrial relations problems which has its roots deep in the indus-

try. The present structure is the result of the industry's own efforts as expressed through its leaders, both on the side of the employers and the unions.

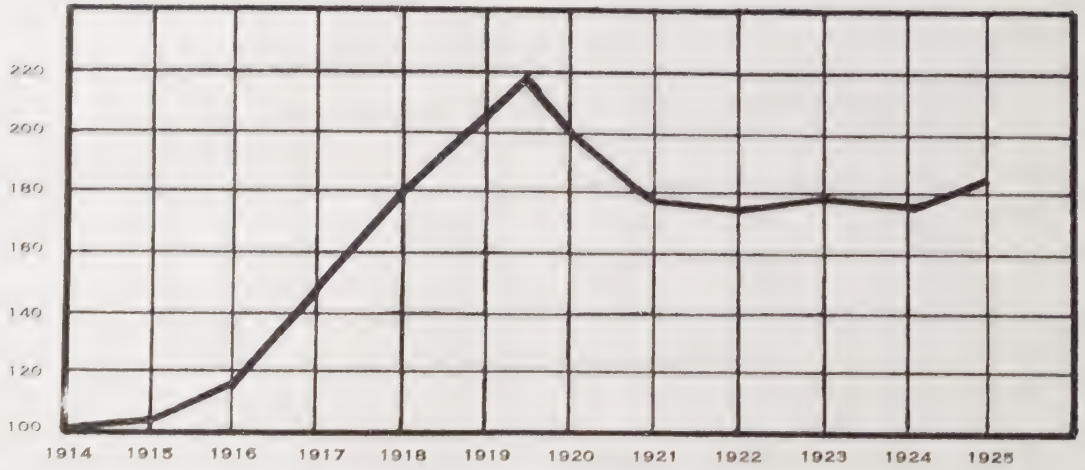
The long experience with collective dealings, covering a period of over a century, is another element which has aided in bringing the employers and employees closer together. As the result of this experience the two sides have become accustomed to solving their problems jointly and have learned to meet and talk over their differences without bitterness. Such a background is to be found in but few other industries and it unquestionably made easier the introduction and operation of arbitration.

The economic conditions existing at any time also exert a profound influence. During periods of economic stability the number of disputes tends to decrease, a more broad-minded attitude prevails and the two sides are much more ready to look with favor upon peaceful agencies such as arbitration. A period of economic change or uncertainty, such as existed during and immediately following the World War, places many difficulties in the path of peaceful relations. Such sudden shifts in the cost of living lead to rapid variations between monetary and real wages and this combined with the uncertainty of employment results in a great increase in the number of disputes and causes the employers and employees to act under a high nervous tension which makes them less willing to be guided by reason than during times of economic stability. During a period of this kind arbitration has not proven entirely successful in preventing open breaks as is evidenced by the disturbances of 1917 and 1919. The number of controversial issues arising and consequently the number of arbitration proceedings increase while conditions are unsettled and decrease when economic stability returns. The following two charts show a fairly close relationship between economic changes as indicated by changes in the cost of living and the number of arbitration cases. Existing economic conditions thus played a large part in determining the extent to which arbitration was used and the success which it achieved in handling its problems.

## CHART VI

VARIATIONS IN THE COST OF LIVING IN NEW YORK CITY BETWEEN DECEMBER, 1914, AND DECEMBER, 1925*

December, 1914 = 100

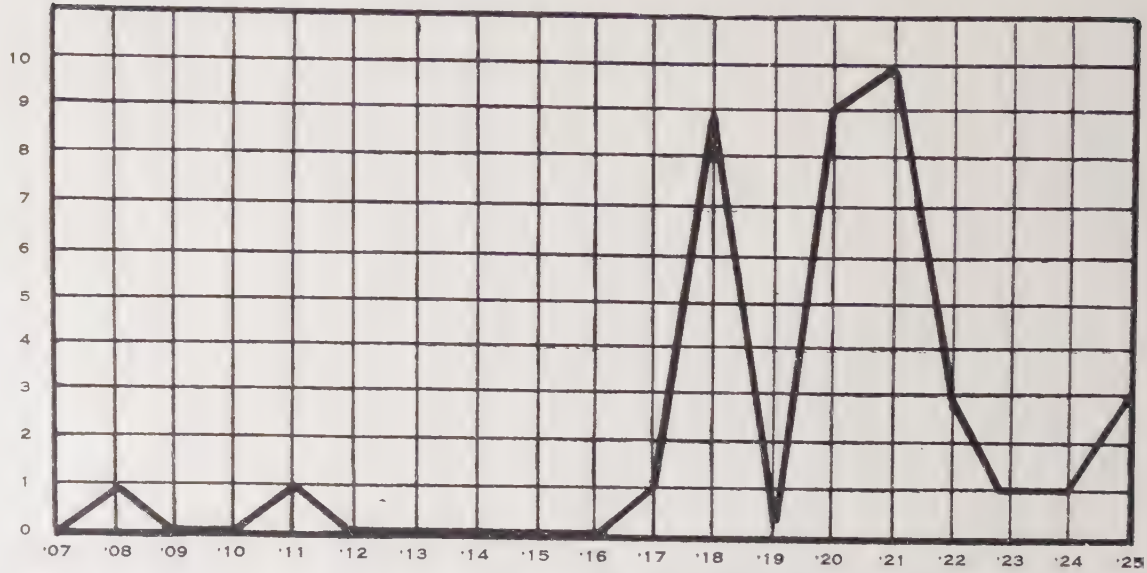



The amounts indicated are for December of the year given.

*Monthly Labor Review of the Bureau of Labor Statistics, U. S. Depart-ment of Labor, February, 1926, p. 340.

## CHART VII

THE NUMBER OF ARBITRATION PROCEEDINGS FROM 1907 TO 1926




Note—No awards were handed down in 1919 due to the fact that no contracts expired during the early part of the year and disputes involving those expiring in the latter part were not decided until early in 1920.

An additional factor which is regarded as of extreme importance is the relative equality of bargaining power of the two sides. In the past this relation has shifted at intervals as either the unions of the League gained in strength. At present Typographical Union No. 6 and possibly the Pressmen's Unions represent as high or a higher degree of organization than the Printers League and equal or exceed it in bargaining power. The other unions are weaker and fall far below the League in strength. It seems, however, that the bargaining power of the unions as a group compares favorably with that of the League, which indicates that either side would be reluctant to resort to direct action as the outcome would be uncertain. Consequently the parties prefer to settle their difficulties by arbitration rather than resort to the strike or lockout. In this discussion it must be recognized that actual bargaining strength is difficult to determine as it depends on many conditions, some of which do not become apparent until a conflict occurs, and as a result any discussion of present bargaining power must be based on estimates but in this case the estimates given are those generally accepted within the industry.

Although a high degree of local autonomy exists yet the attitude of the various national and international organizations within the industry plays a part in determining the attitude of the local parties towards arbitration. It is difficult to determine what influence the attitude of the International Joint Conference Council has had in this respect but it seems to be a general opinion that its influence has been felt. The effects of the attitudes of the international unions are much more apparent. As has been noted, the position taken by "Big Six" with respect to arbitration was taken with the approval of and reflects the opinion of the President of the International Typographical Union. On the other hand the more favorable attitudes taken by the Pressmen's and Bookbinders' organizations reflect the opinions of the officers of the International Pressmen's and Assistants' Union and the International Brotherhood of Bookbinders. As the members of the Printers League have no international organization corresponding to these, their attitude depends upon themselves and their officers. Thus the influence of international bodies is more important among the unions and as the

attitude of these organizations has for the most part been favorable it has aided in making arbitration more successful.

The arbitration machinery used has also played some part in the success of this agency. Such machinery in this industry is not perfect but it has continued to function with but little change since 1906 and has proven itself capable of handling the burdens placed upon it. While suggestions have been made as to possible improvements yet employers, officers of the Unions and the Printers League, and most of the arbitrators have expressed themselves as satisfied that it well meets the peculiar needs of the industry. Accordingly it has served as an aid to arbitration by providing an efficient medium through which the will to arbitrate could be made effective.

These factors acting with varying degrees of effectiveness have built up within the industry a spirit and a habit of arbitration which, except in the most unusual cases, has proven successful in preserving industrial peace. Arbitration has thus become the accepted method of dealing with differences which cannot be settled by conciliation. Only at times when abnormal conditions have given rise to unusual bitterness and antagonism have the two sides resorted to direct action. The habit thus formed may itself be considered as a powerful influence for the preservation of peace in the future. This spirit or will to arbitrate has affected all elements of the industry and any group violating it would bring upon themselves the hostility of all the others.

The character of the industry itself, the type of workmen and employers to be found in it, the quality of leadership in the organizations on each side, the century old background of collective dealings, the economic conditions existing at any time, to equality of bargaining power of the two sides, the attitude of the national and international organizations affected, the type of arbitration machinery used, and the habit of arbitration which has been built up, form a group of factors which have exerted a profound influence on the success of arbitration in the industry under consideration. While these are possibly not the only elements affecting the operation of arbitration yet they are undoubtedly the most im-

portant. Exercising varying degrees of influence for a period of approximately twenty years, they have been largely responsible for the results discussed in the last chapter, namely, the preservation of industrial peace, the creation of a better spirit within the industry and the strengthening of the tendency towards higher wage rates for the weaker unions. They are also responsible for a condition almost unique in that they have caused arbitration to deal almost exclusively with disputes involving the formation of contracts, only three cases being on record where interpretative disputes were so settled.

The existence and influence of such factors must ever have an important bearing upon the success or failure of arbitration in any industry. No system of industrial peace is applicable to every condition and every occasion. It is only by careful study of the many influencing factors inherent in any situation that an accurate estimate can be made of the possibilities of such a plan. Therefore anyone contemplating the use of industrial arbitration would do well to study the underlying conditions to be found in various industries where this agency has succeeded and failed. By applying the results of such a study to the prevailing circumstances within the industry then under consideration the possibilities and limitations of such a plan could be determined with a fair degree of precision. It is due to the hope that the preceding study may be of practical value in this connection that special attention has been given to the consideration of such factors in the Book and Job Printing Industry of New York City.

# BIBLIOGRAPHY

## GENERAL REFERENCES


Bureau of Labor Statistics, United States Department of Labor, Wholesale Prices 1890 to 1914, Bulletin No. 181, 1915.

Craig, David R., The Economic Condition of the Printing Industry in New York City, New York Employing Printers Association, Inc., New York, 1925.

Feis, Herbert, Principles of Wage Settlement, The H. W. Wilson Company, New York, 1924.

Stevens, George A., History of Typographical Union No. 6, New York State Department of Labor, 1912.

Tracy, George A., History of the Typographical Union, International Typographical Union, 1913.

U. S. Census, Fourteenth Census, Manufactures, Vol. X, 1920.


## PERIODICALS


American Bookbinder, monthly issues, 1906 to 1925.

Inland Printer, monthly issues, 1900 to 1925.

Monthly Labor Review of the Bureau of Labor Statistics, United States Department of Labor, January, 1920, February, 1926.

Printing Trades Journal, name changed to American Printer in 1890, monthly issues, 1880 to 1925.

The Proceedings of the Academy of Political Science in the City of New York, Vol. IX, No. 4, January, 1922.


The items here listed are those directly used in the preparation of the text. A study of standard works on trade unionism and arbitration furnished a background for the present investigation.

The major portion of the material for this study was obtained from interviews with local union officers, officials of the Printers League, individual employers and arbitrators; from questionnaires sent to union officers, employers and arbitrators; and from a careful survey of the private records and files of the Printers League and certain of the local unions.

# APPENDIX A

## List of Arbitration Cases Between the Printers League and the Various Local Unions

### (a) *Cases Involving the Formation of Contracts*

| Date of Award | Union | Arbitrator | Issue |
|---|---|---|---|
| June 2, 1908 | Franklin No. 23 | James J. Murphy | Question as to one man running two automatic feeding machines, and if two at what scale |
| Sept. 5, 1911 | Franklin No. 23 | B. Peele Willett | Scale |
| Dec. 24, 1917 | Bindery Women No. 43 | John H. Delaney | Scale. Decision retroactive to July 26, 1917 |
| Feb. 4, 1918 | Job Press Feeders No. 1 | John A. Fitch | Scale |
| Dec., 1918 | All Unions | War Labor Board | Scales |
| March 19, 1920 | Pressmen No. 51 | Martin T. Manton | Scale and effective date for 44 hour week |
| Dec. 24, 1920 | Typographical No. 6 | George W. Kirchwey | Scale |
| | Job Pressmen and Feeders No. 1 | George W. Kirchwey | Scale |
| | Feeders No. 23 | George W. Kirchwey | Scale |
| Dec. 24, 1920 | Pressmen No. 51 | William F. Ogburn | Scale |
| | Paper Handlers No. 1 | William F. Ogburn | Scale |
| | Paper Cutters No. 119 | William F. Ogburn | Scale |
| Dec. 24, 1920 | Mailers No. 6 | Wm. W. Leiserson | Scale |
| | Bindery Women No. 43 | Wm. W. Leiserson | Scale |
| April 1, 1921 | Feeders No. 23 | William F. Ogburn | Scales |
| | Job Pressmen and Feeders No. 1 | Raymond B. Fosdick<br>Allen T. Burns | |
| | Paper Handlers No. 1 | | |
| May 3, 1921 | Pressmen No. 51 | William F. Ogburn | Scales |
| | Paper Cutters No. 119 | William F. Ogburn | Scales |
| Nov. 14, 1921 | Pressmen No. 51 | William F. Ogburn | Scale |
| Nov. 28, 1921 | Typographical No. 6 | John L. Elliot | Scale |
| Dec. 1, 1921 | Paper Cutters No. 119 | William F. Ogburn | Scale |
| Dec. 6, 1921 | Feeders No. 23 | Wm. M. Leiserson | Scale |
| April 5, 1922 | Pressmen No. 51 | Wm. M. Leiserson | Question of second man on web presses at Schweinler Press |
| Dec. 21, 1922 | Typographical No. 6 | Alfred J. Talley | Scale |
| Dec. 15, 1923 | Typographical No. 6 | Alfred J. Talley | Scale |
| March 25, 1925 | Pressmen No. 51<br>Job Press Sec. | John A. Fitch | Scale |
| July 3, 1925 | Bindery Women No. 43 | John A. Fitch | Scale |
| Nov. 19, 1925 | Bindery Women No. 43 | Charles Stelzle | Scale |

### (b) *Cases Involving the Interpretation of Contracts*

| | | | |
|---|---|---|---|
| July 6, 1921 | Typographical No. 6 | Wm. M. Leiserson | Interpretation of Sec. 18 of contracts |
| March 30, 1922 | Typographical No. 6 | Wm. M. Leiserson | Discharge case |
| Feb. 13, 1924 | Typographical No. 6 | Alexander M. Bing | Pyramiding of overtime |

## APPENDIX B—SPECIMEN ARBITRATION AGREEMENT

### Arbitration Agreement Between Printers League Section, N. Y. Employing Printers Association Inc. and N. Y. Printing Press Assistants' Union No. 23, I. P. P. & A. U.

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In effect the first day of the first full fiscal week after May 14, 1925, up to and including October 1, 1927.

THIS AGREEMENT, made this 14th day of May, 1925, between the Printers League Section, N. Y. Employing Printers Association, hereinafter called the "League" and the N. Y. Printing Press Assistants' Union No. 23, I. P. P. & A. U. hereinafter called the "Union."

Section 1. The League agrees to employ none but members of the Union to do any work that comes under the jurisdiction of said Union, provided that said Union can and will at all times furnish upon requirement by a member or members of the League, sufficient competent men for the needs of such member or members of the League. It also being understood and agreed that in case of the failure of the Union to furnish such number of competent workmen as may be required, then and then only, members of the League shall be privileged to secure necessary help elsewhere, until such time as the Union can furnish the help required, and it is further agreed by the League that it will do no work that comes under the jurisdiction of the Union for any firm that does not employ members of said Union, provided the Union does not allow its members to do the same class of work in "open shops" unless by mutual consent.

Section 2. All members of the League shall be protected under this agreement by the Union against walkouts, boycotts or any other form of concerted interference with the peaceful operation of all departments coming under the jurisdiction of said union; and it is further provided that the League agrees with the Union to arbitrate any and all differences that may arise under this agreement between the League and the Union, if those differences cannot first be settled by conciliation.

Section 3. The League and the Union hereby agree to enter into a scale contract for a set period, fixing wages, hours and working conditions of members of the Union employed by members of the League, which scale contract may be amended, extended or abrogated in accordance with provisions therein without in any way affecting any of the terms or conditions of this arbitration agreement, and this arbitration agreement may be altered, amended or extended without affecting any of the terms or conditions of said scale contract. The wages, hours and working conditions set forth in

the scale contract will be inaugurated and maintained by both parties to this agreement; and said Union further agrees that it will not allow any of its members to work for less wages or more hours than those set forth in this scale contract.

Section 4. All disputes arising over provisions in the scale contract shall be subjected to arbitration under provisions of this agreement if such disputes cannot be adjusted through conciliation.

Section 5. Local Union laws not affecting wages, hours and working conditions and the laws of the International Union, shall not be subjected to the provisions of this agreement; provided, that the International or local laws enacted subsequent to the execution of the scale contract herein referred to shall not be effective during the execution of the scale contract herein referred to.

Section 6. All differences of opinion arising under this agreement shall be submitted to the President of the Union and the Chairman of the Conference Committee of the League for conciliation, and if conciliation fails, then and at all times said differences shall be submitted to the Joint Conference Committee.

Section 7. The Joint Conference Committee shall be a standing committee and shall consist of five members and five alternates appointed by the League and a like number of members and alternates appointed by the Union. This committee shall meet separately on the call of the chairman of each part for consultation and jointly by the call of the chairman of each committee, at such time and place as may be determined by them. Due notice in writing of such meeting shall be given all interested parties. A majority vote of each part of the Committee shall be necessary to a decision.

Section 8. (a) The said Joint Conference Committee must act within five full business days when its services are desired by either party to an appeal as above.

(b) The alternates may meet with the Committee of the organization to which they belong, but shall not take part in the proceedings of the Joint Conference Committee except as substitutes.

Section 9. When the Joint Conference Committee renders a decision which is unsatisfactory to either side, or whenever it is unable to reach a decision within ten (10) full business days after the final submission of the case to said Committee, then review by an arbitrator of any dispute involving the interpretation of the terms of the existing "Wage Scale and Working Conditions Contract" and, in case of a dispute over the renewal of the "Wage Scale and Working Conditions Contract," before a board of three (3) arbitrators to be appointed by mutual agreement, may be asked by the dissatisfied party through appeal, provided written notice of appeal to the other party

be given five (5) full business days after the decision has been rendered, and a written statement setting forth the grounds of appeal is filed with the Joint Conference Committee within ten (10) full business days after the decision has been rendered.

Section 10. In event it becomes necessary under this agreement to have an arbitrator or board of three (3) arbitrators he is or they are to be selected by a majority vote of each part of the Joint Conference Committee. Should the conferees fail to agree on an arbitrator or a board of three arbitrators within fifteen (15) full business days, each side shall within five (5) full business days select an arbitrator and the two so selected shall within five (5) full business days select a third.

Section 11. The conditions obtaining before the initiation of the dispute shall remain in effect pending the finding of the Joint Conference Committee or arbitrator.

Section 12. The following rules shall govern the Joint Conference Committee in adjusting differences between the parties to this agreement.

(a) It may demand duplicate typewritten statements of grievances.

(b) It may examine all parties involved in any differences referred to it for adjudication.

(c) It may employ such stenographers or clerks as may prove necessary to facilitate its business.

(d) It may require affidavit on any or all disputed points.

(e) It shall allow equal opportunity for presentation of evidence or argument.

(f) Its deliberations shall be conducted in executive session and the finding, whether unanimous or not, shall be signed by all members of the board in each instance, or shall be certified to by the chairman and secretary of the Joint Committee to the two parties to this agreement. A member of the Joint Conference Committee may hand in a dissenting opinion to become a part of the records of the proceedings.

(g) In event that either party to the dispute refuses to appear or present his case after due notice, it may be adjudicated and finding rendered in accordance with such evidence as may be in the possession of the Committee.

(h) All evidence communicated to the Committee in confidence shall be preserved inviolate and no record of such evidence shall be kept except for use on appeal in which case such inviolability shall still be preserved.

(i) All expenses attendant upon the settlement of any appeal or hearing before the Committee or arbitrator shall be born by the party losing the appeal or, in case of a compromise being reached, each party to the controversy shall bear half of the cost.

Section 13. In case the matter in dispute is finally referred to an arbitrator or to a board of three (3) arbitrators both parties to the controversy shall appear personally or by proxy, the proxy to be either a duly recognized member of either body in good standing or their accredited representatives or counsel and not of the legal profession; or may submit records or briefs, and may make oral or written argument in support of their several contentions. They may submit an agreed statement of facts, or a transcript of testimony properly certified to before a notary public by the stenographer taking the original evidence of depositions.

Section 14. Pending final decision by the arbitrator, work, without interference and under existing conditions, shall continue in the office of the employing printer party to the case, and the award by said arbitrator shall in all cases include a determination of the issues involved, covering the period between the raising of the issues and their final settlement; and any change or changes in the wage scale of employees may, at the discretion of the arbitrator, be made effective from the date the issues were first made.

Section 15. In the event that either party to the dispute refuses to accept and comply with the decision of the arbitrator, all aid and support of the firm or employer, or member or members of the union refusing such acceptance and compliance shall be withdrawn by both parties to this agreement. The act or acts of such employer or member of the union shall be publicly disavowed and the aggrieved party to this agreement shall be furnished by the other party thereto with an official document to such effect.

Section 16. It is further agreed that all employers holding membership in the League shall be accorded terms and conditions as good or better than those accorded employers who are not members of the League.

The foregoing agreement between the League and the Union shall remain in full force and effect upon being ratified by both bodies parties thereto and so attested from the first day of the first full fiscal week after May 14, 1925, to and including the first day of October, 1927.

In witness whereof, and in full attest of ratification by both parties the undersigned Presidents, respectively of the parties to this agreement have hereunto signed their names, attested by the Secretaries of each organization this May 14, 1925.

Printers League Section, New York Employing Printers Association.
George J. Hurst, President.
Thad S. Walling, Chairman Conference Committee.
F. A. Silcox, Secretary.

New York Printing Press Assistants' Union No. 23, I. P. P. & A. U.
Charles Korn, President.
Daniel J. Herrick, Chairman Conference Committee.
Abraham Wallach, Chairman Conference Committee, Jr. Branch.
John Carbone, Secretary.

This agreement is entered into by and with the consent of the International Printing Pressmen's and Assistants' Union of North America, an organization to which the American Federation of Labor concedes jurisdiction and control over trade organizations in all mechanical departments of the pressrooms in the printing industry. And the International Printing Pressmen's and Assistants' Union of North America, through its authorized representatives, hereby agrees to protect the Closed Shop (Printers League) Branch, N. Y. Employing Printers Association, in case of violation of this agreement by the said (above named pressroom unions) under the jurisdiction of the International Printing Pressmen's and Assistants' Union of North America.

In witness whereof, I have hereunto set my hand and seal this 14th day of May, 1925.

George L. Berry, President.

International Printing Pressmen's and Assistants' Union of North America.

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It will be noted that this agreement provides for the arbitration of disputes involving both the formation and the interpretation of contracts.

## APPENDIX C.

### The Arbitration Provisions of the Contract Between the Printers League and Typographical Union No. 6, Effective From October 1, 1924, to September 30, 1927

(A) If any controversy arises as to the interpretation or enforcement of this contract the conditions prevailing prior to the dispute shall be maintained until the controversy has been disposed of as provided herein.

(B) The League agrees that only members of the Union shall be employed for journeymen's work in the composing rooms, except as elsewhere provided, upon the terms and conditions contained in this contract.

(C) The Union agrees to furnish as many competent and skilled workmen as required by each office for the operation of its composing rooms.

(D) This contract shall govern all members of the Union and all members of the League, and employment is given and accepted under these conditions.

(E) All differences of opinion on any question, except as provided in Section 33 (concerns discharge) arising under this contract in League offices shall be submitted to the President of the Union, or his representatives, and the President of the League, or his representatives, for conciliation, and if conciliation fails, then and at all times the differences shall be submitted to a Joint Conference Committee.

(F) The Joint Conference Committee shall consist of five members of the League and a like number of members of the Union. This Committee shall meet at the request of the League or of the Union at such time and place as may be determined. Due notice in writing of such meeting shall be given to all interested parties.

(G) The said Joint Conference Committee must act within five (5) full business days when its services are desired by either party to this Contract to an appeal as above. When the Joint Conference Committee cannot reach an agreement or when it is unable to render a decision within ten (10) full business days after the final submission of the case, either party to this contract shall have the right to review by an arbitrator to be selected by the Joint Conference Committee. The decision of the arbitrator shall be final and binding on both parties to this contract.

(H) No precedents or previous conditions, rules or agreements shall be recognized in any way, or effect or modify this contract.

(I) Local union laws not affecting wages, hours and working conditions, and the laws of the International Typographical Union, shall not be subject to the provisions of the above; provided, that International or local laws enacted subsequent to the execution of this contract shall not be effective during the life of this contract.

It will be noted that this agreement involves only the arbitration of disputes concerned with the interpretation of the contract.

# APPENDIX D

## Constitution of the Printers League Section, New York Employing Printers Association, Incorporated

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### ARTICLE I

*Name and Object*

Section 1. The name of this organization shall be the "Printers League Section of the New York Employing Printers Association, Incorporated," hereinafter called the "League." Its object shall be to promote sound labor relations, policies and dealings through collective labor contracts.

Section 2. The League shall have jurisdiction over wage contracts and arbitration agreements between the employers and the several unions in the printing and allied trades, adjustment of disputes between its members and the various unions, and in general all relations between employers and unions recognized in their establishments. All contracts with labor unions shall be made by and in the name of this Section.

### ARTICLE II

*Membership*

The membership of this organization shall consist of none but individuals, firms or corporations operating printing plants in the City of New York, who have previously been elected members of the New York Employing Printers Association, Inc. Applications for membership must be approved by the Executive Committee, and applicants must individually subscribe to and pledge themselves to abide by this Constitution and By-Laws, and the existing contracts and agreements of the League with those unions which individual members may designate in writing.

### ARTICE III

*Officers and Management*

Section 1. The officers of the League shall consist of a President, a Vice-President, Treasurer and a Secretary. The President, Vice-President and Treasurer shall be elected by and from the membership of the League for the ensuing year, and shall serve for one year and until their successors are elected. The Secretary shall be appointed by the Executive Committee, under whose direction and control he shall act.

Section 2. There shall be an Executive Committee, consisting of the President, Vice-President and Treasurer and eighteen (18) other members. Members of the Executive Committee, exclusive of the President, Vice-President and Treasurer, shall be elected — six (6) for a term of one (1) year; six (6) for a term of two years (2); and six (6) for a term of three (3) years, at the annual election of 1924, and six (6) for a term of three (3) years at each succeeding annual election.

Section 3. The Management of the League shall be vested in the Executive Committee, which shall have charge of negotiations of wage scale agreements, subject to ratification by the membership of the League. They shall also determine upon and make preparations for arbitration, the decisions so arrived at to be conclusive and final and binding upon the League without ratification. They shall also have full power over matters of dispute between the League and the Labor Unions or between individual members and the Unions which they have recognized, over the discipline of members for violation of the terms of contracts or agreements as signed by them and as interpreted by the Executive Committee, and over the general policies of the League, subject to appeal to membership as provided in the By-Laws.

## ARTICLE IV

### *Revenue*

Section 1. Funds for the necessary ordinary expenses of the League shall be derived from the treasury of the New York Employing Printers Association upon approval be the Board of Directors of the Association.

Section 2. Special assessments may be levied against members of the League by a two-thirds vote of the members present at any meeting called for the purpose. The funds derived from any special assessment against the League members shall be left separate from any funds of the New York Employing Printers Association, and shall be in the custody of the Treasurer of the League, and expended only under the direction and with the approval of the the Executive Committee of the League.

## ARTICLE V

### *Charges*

Section 1. Charges may be preferred and action taken against any officer or member for conduct prejudicial to the welfare and harmony and policies of the League, in the manner set forth in the By-Laws.

Section 2. Any member of the League failing to pay within thirty (30) days from the time the bill is rendered, any duly authorized assessment, shall be automatically suspended. Any member failing to pay after sixty (60) days may be expelled from the League in accordance with the procedure set forth in the By-Laws.

## ARTICLE VI

*Appeals*

Appeals from any action of the Executive Committee may be taken to the membership of the League, in the manner set forth in the By-Laws.

## ARTICLE VII

*Amendments*

Proposed amendments to this Constitution, signed by at least ten active members, shall be submitted to the entire active membership in written or printed form at least fifteen (15) days before a regular meeting or a special meeting called for that purpose. If two-thirds of the members present at said meeting vote in favor of such proposed amendment or amendments it or they shall be adopted.